LIBER 116 PAGE 1

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

LEON GEORGE BERTCH and
MARY C. BERTCH, his wife
312 Milton Avenue, Glen Burnie
Anne Arundel County, Maryland

Defendants

Docket ---------- Folio ----------

Case No. 12,936 Equity

Filed ----------

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The perition of the plaintiff respectfully represents:

That on the 19th day of December A.D. 1952 the defendant executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of Maryland, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,100.00 and interest as therein mentioned, ~~which~~ which mortgage, by mesne assignments, was short assigned to Metropolitan Life Insurance Company on December 23, 1952, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~Attorney for Plaintiff~~

FILED

1958 NOV -3 AM 10:04

LIBER 116 PAGE 2 LIBER 730 PAGE 544

REVIEWED BY LAW DIVISION MORTGAGE INVESTMENTS

MORTGAGE—(Maryland)—VETE.. Purchase Money

THIS MORTGAGE, Made this 19TH day of December, in the year one thousand nine hundred and fifty-two, between

No. 12,936 Equity

Leon George Bertch and Mary C. Bertch, his wife,

Mortgagor, and

WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of Ten Thousand, One Hundred and 00/100 Dollars ($ 10,100.00) **for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of** four per cent (4%) per annum payable as hereinafter provided in each year, **until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of** Ten Thousand One Hundred and 00/100 Dollars ($ 10,100.00), **due and payable as follows: Interest on the aforesaid sum of** Ten Thousand, One Hundred and 00/100 Dollars accounting from the date hereof to be paid on the first day of January, 1953, and thereafter the sum of Sixty-One and 20/100 ($61.20) Dollars on the first day of February, 1953, and the same amount on the first day of every month thereafter, up to and including the first day of December, 1972, and the balance of principal and interest remaining unpaid shall be payable on the first day of January, 1973, and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four per cent (4%) per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said Leon George Bertch and Mary C. Bertch, his wife, Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, in fee simple, all the lot of ground situated in Anne Arundel County in the State of Maryland, and described as follows, viz.:

BEING Lot No. 7 Block 15 on Plat of Section 4 of Glenmore, which Plat was left for record with the Clerk of the Circuit Court of Anne Arundel County on February 25, 1952, Fifth Election District of Anne Arundel County, Maryland; the improvements thereon being known as #312 Milton Avenue.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded prior hereto among the Land Records of Anne Arundel County, from Burwood Homes, Inc., to the mortgagors herein, in fee-simple.

METROPOLITAN LIFE INSURANCE COMPANY 1 Madison Avenue New York 10, New York Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
LEON GEORGE BERTCH and MARY C. BERTCH, his wife 312 Milton Avenue, Glen Burnie Anne Arundel County, Maryland Defendants	:	IN EQUITY

PETITIONER'S EXHIBIT #1

FILED

1958 NOV -3 AM 10:04

VM—4-51

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (and sale to take place after the default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and of such commissions and all

LIBER 730 PAGE 546

such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

LIBER 116 PAGE 4

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said Mortgagors have affixed their hands and seals, the day and year first herein written.

Witness

Lee S. Thomson
LEE S. THOMSON

Leon George Bertch [L. S.]
Leon George Bertch

Mary C. Bertch [L. S.]
Mary C. Bertch

STATE OF MARYLAND,
City OF Baltimore } ss.

I Hereby Certify that on this 19TH day of December, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Leon George Bertch and Mary C. Bertch, his wife, Mortgagors herein, and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

Lee S. Thomson
LEE S. THOMSON *Notary Public*

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STATE OF MARYLAND,
City OF Baltimore } ss. LIBER 730 PAGE 547

I Hereby Certify that on this 19th day of December, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared John J. Neubauer, Agent of the within named mortgagee, and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Recorded: December 31, 1952 at 9 A.M. "C.P."

LEE S. THOMSON Notary Public

and without recourse,

For Value Received, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the ~~Metropolitan Life Insurance Company~~ MARYLAND TRUST COMPANY, its successors and assigns.

As witness the signature of said body corporate, Assignor, by the hand of Sidney H. Tinley, Jr. its Vice-President,

and its corporate seal hereto affixed this 19th day of December, 19 52.

Witness:

E. Catherine Byrne, Vice-President

WEAVER BROS. INC. OF MARYLAND, [SEAL]

By Sidney H. Tinley, Jr., Vice-President

Recorded: December 31, 1952 at 9 A.M. "O.P."

App. 3/31/10
312 Hilton Ave.
Anne Arundel County, Md.

MORTGAGE

(MARYLAND)
ML#C 88582

FROM

LEON GEORGE BERTCH and
MARY C. BERTCH, his wife,

TO

WEAVER BROS. INC. OF MARYLAND

Short assigned to Maryland Trust Company
and
Short assigned to Metropolitan Life Insurance Company

Received for Record Dec 31 19 52 at 9 o'clock A M. Same day recorded in Liber J.H.H. No. 230 Folio 547 &c., one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

and

FOR VALUE RECEIVED, without recourse, MARYLAND TRUST COMPANY hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto METROPOLITAN LIFE INSURANCE COMPANY, its successors and assigns.

AS WITNESS the signature of said body corporate, Assignor, by the hand of Christopher A. Rupp its Asst. Vice President, and its corporate seal hereto affixed, this 23rd day of December, 1952.

Witness:

(W. M. Dunn) Asst. Secretary

MARYLAND TRUST COMPANY

BY: (Christopher A. Rupp) Asst. Vice Pres.

Recorded: December 31, 1952 at 9 A.M. "O.P."

Received for Record Dec 31 19 52 at 9 o'clock A M. Same day recorded in Liber J.H.H. No. 230 Folio 547 &c., one of the Land Records of Anne Arundel County and examined per

Clerk

LIBER 116 PAGE 6

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS

LEON GEORGE BERTCH and
MARY C. BERTCH, his wife
312 Milton Avenue, Glen Burnie
Anne Arundel County, Maryland
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. ____, Folio ____

Case No. 12,936 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on this ____ day of October 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City), personally appeared JOHN J. NEUBAUER

and made oath in due form of law that he knows the Defendant herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;

(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service:

Catherine T. Baugher
Notary Public

John J. Neubauer

FILED

1958 NOV -3 AM 10:04

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

METROPOLITAN LIFE INSURANCE COMPANY

1 Madison Avenue
New York 10, New York

Plaintiff

Vs.

LEON GEORGE BERTCH and
MARY C. BERTCH, his wife
312 Milton Avenue, Glen Burnie
~~Anne Arundel County, Maryland~~

Defendants

DOCKET _____ FOLIO _____

CASE NO. 12,936 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

_____ TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 3rd day of November in the year nineteen hundred and fifty-eight by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eight thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~[illegible]~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1958 NOV -3 PM 3:57

Matthew S. Evans
Judge

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METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

LEON GEORGE BERTCH and
MARY C. BERTCH, his wife
312 Milton Avenue, Glen Burnie
Anne Arundel County, Maryland
Defendants

IN THE
ANNE ARUNDEL COUNTY
Circuit Court for [redacted]

IN EQUITY.
CASE NO. 12,936

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from Leon George Bertch and Mary C. Bertch, his wife, to Weaver Bros. Inc. of Maryland, 100 S.t. Paul Street, Baltimore 2, Maryland, dated the 19th day of December, 19 52, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 730 Folio 544, which mortgage, by mesne assignments was on December 23, 1952 short assigned to Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 10,100.00
Less payments made on account	2,166.69
Balance on principal	$ 7,933.31
LESS:	
Credit in expense account	53.64
Net balance on account of principal	$ 7,879.67
Interest to December 12, 1958	168.21
Balance due on principal and interest	$ 8,047.88

Daily interest is $ .88

METROPOLITAN LIFE INSURANCE COMPANY

BY: [signature]
M. F. GOODBODY THIRD Vice President

[redacted]

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:
I HEREBY CERTIFY, that on this 14th day of November in the year nineteen hundred and fifty-eight, before me, the subscriber a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared M. F. GOODBODY, THIRD Vice President of METROPOLITAN LIFE INSURANCE COMPANY

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

S. FRANK CLOUTING
NOTARY PUBLIC, State of New York
No. 31-0867700
Qualified in New York County
Commission Expires March 30, 1959

S. Frank Clouting
Notary Public

My commission expires: MAR 30 1959

FILED 1958 NOV -8 PM 9:21

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IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY LIBER 116 PAGE 9

STATE OF MARYLAND LIBER 9 PAGE 459

No. 12,936 Equity

Metropolitan Life Insurance Company

versus

Leon George Bertch and Mary C. Bertch, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer and Robert J. Neubauer, Baltimore, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100 - Dollars ($ 8,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 6th day of November in the year of our Lord one thousand, nine hundred and fifty eight.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer and Robert J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metrpolitan Life Insurance Company

versus

Leon George Bertch and Mary C. Bertch, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer and Robert J. Neubauer do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigmant
Marie C. Sigfart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Attorney in fact.

Bond Approved this 8th day of November, 1958.
George F. Cromwell, Clerk

FILED
1958 NOV -8 AM 9:54

9

JOHN J. NEUBAUER,
Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

NO. 312 MILTON AVENUE, GLEN BURNIE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company vs. Leon George Bertch and Mary C. Bertch, his wife", the undersigned Trustees will sell at public auction on the premises the fee simple property above described on

Friday,
December 12, 1958 at
4:00 O'clock P.M.

ALL that lot or parcel of ground being, lying and situate in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING Lot. No. 7, Block 15 on Plat of Section 4 of Glenmore, which Plat was left for record with the Clerk of the Circuit Court of Anne Arundel County on February 25, 1952, Fifth Election District of Anne Arundel County, Maryland. The improvements thereon being known as No. 312 Milton Avenue.

The property is subject to restrictive convenants and agreements of record as contained in a deed from Purnell Johnson and others to Calvin L. Parks and wife, dated June 26, 1942 and recorded in Liber J. H. H. No. 266, folio 202.

The improvements consist of a one and one-half story frame asbestos shingled dwelling, containing four rooms and one bath with circulating hot-air heat, gas fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges to be adjusted as of the date of sale.

A deposit of $500.00 cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER and
ROBERT J. NEUBAUER,
Trustees.
Keyser Building
Baltimore 2, Maryland.
LE. 9-3212.

E. T. NEWELL & CO., INC.
112 W. North Avenue,
Baltimore City, Maryland.
Auctioneers.

D-11

LIBER 116 PAGE 10 OFFICE P

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 15, 1958

We hereby certify, that the annexed

Trustee's Sale

12,936

Leon George Bertch

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of December, 1958. The first insertion being made the 20th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
DEC 16 AM 11:25

By Hazel Tilghman

10

METROPOLITAN LIFE INSURANCE COMPANY
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

LEON GEORGE BERTCH and MARY C. BERTCH, his wife,
312 Milton Avenue, Glen Burnie
Anne Arundel County, Maryland
Defendants

—IN THE—

LIBER 116 PAGE 11

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 12,936 Equity

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY.

The Report of Sale of John J. Neubauer and Robert J. Neubauer, Trustees appointed by the decree in the above entitled cause to make sale of fee simple property No. 312 Milton Avenue, Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Capital-Gazette Press, Inc.

newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 12th day of December, 1958, at 4 o'clock, P.M., attend on the premises and then and there sold the aforesaid fee simple property to Metropolitan Life Insurance Company, 1 Madison Avenue, New York 10, New York, for the sum of $7,500.00; it being the highest bidder therefore.

John J. Neubauer, Trustee.

Robert J. Neubauer, Trustee

State of Maryland, ~~City~~ of Baltimore, Sct.

I Hereby Certify, that on this 15th day December, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ of Baltimore aforesaid, personally appeared John J. Neubauer and Robert J. Neubauer, Trustees and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale therein reported was fairly made.

FILED

1958 DEC 17 AM 9:22

Catherine T. Boegner, Notary Public

ORDER NISI

LIBER 116 PAGE 12

METROPOLITAN LIFE INSURANCE COMPANY

versus

LEON GEORGE BERTCH and

MARY C. BERTCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,936 Equity

Ordered, this 17th day of December, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of January next.

The report states that the amount of sale was $ 7,500.00

FILED 1958 DEC 17 AM 9:22

True Copy, George F. Cromwell Clerk.

TEST: Clerk.

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

versus

LEON GEORGE BERTCH and

MARY C. BERTCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of January, 1959, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED

1959 JAN 27 PM 3:29

12

LIBER 116 PAGE 13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,936 Equity

METROPOLITAN LIFE INSURANCE COMPANY
VERSUS
LEON GEORGE BERTCH and MARY C. BERTCH, his wife

Ordered, this 17th day of December, 1958, That the sale of the Property in these proceedings mentioned, made and reported by John J. Neubauer and Robert J. Neubauer, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of January next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

J-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 12,936 Leon George Bertch was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of January, 1959. The first insertion being made the 23rd day of December, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN 15 PM 3:35

By Hazel Tilghman

No. M. G. 7552

13

LIBER 116 PAGE 14

In the Case of

Metropolitan Life Insurance Company

vs.

Leon George Bertch

and

Mary C. Bertch, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,936 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

February 2, 1959

Laura K. Jackling
Auditor.

FILED

1959 FEB -5 PM 3:02

Dr. Metropolitan Life Insurance Company vs. Leon George Bertch and Mary C. Bertch, his wife in ac.

To Trustees for Fee, viz:	50	00		
To Trustees for Commissions, viz:	256	58	306	58
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The A.S. Abell Co. - advertising (Sun)	11	80		
U.S. Fidelity & Guaranty Co.- bond premium	32	00		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
Federal Liens Judgment Report	3	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clerk of Court - filing order entering case to use of V.A.	1	25		
Catherine T. Boegner - notary fees	1	00	146	30
To Trustees for Benefit Charges, viz:				
Metered water due 12/1/58	5	40		
Metered water to 12/12/58		72	6	12
To Metropolitan Life Insurance Company, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	7,042	68	7,042	68
			7,557	68
Amount of mortgage claim filed	8,047	88		
Cr. Amount allowed above	7,042	68		
Balance subject to decree in personam	1,005	20		

15

with

John J. Neubauer and Robert J. Neubauer, Trustees

Cr.

1958							
Dec.	12	Proceeds of Sale	7,500	00			
		Interest on deferred payment of $7,000.00 to 1/27/59	52	50	7,552	50	
		Refund 1958 State and County taxes adjusted to 12/12/58	5	18	5	18	
					7,557	68	

ORDER NISI LIBER 116 PAGE 17

Metropolitan Life Insurance Company

VERSUS

Leon George Bertch

and

Mary C. Bertch, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,936 Equity.

ORDERED, This 5th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

1959 FEB -5 PM 3:02

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 17 PM

Benjamin Michaelson

Judge.

17

OFFICE

LIBER 116 PAGE 18

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,936 Equity

Metropolitan Life Insurance Company

versus

LEON GEORGE BERTCH and MARY C. BERTCH, his wife

Ordered, this 5th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,936

Auditor Account

Leon George Bertch

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6489 1959 FEB 28 AM 9:31 By Hazel Tilghman

18

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
vs	*	FOR
JAMES M. WILSON and MARLENE L. WILSON, his wife	*	ANNE ARUNDEL COUNTY In Equity 12,924

* * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg., Annapolis
Attorney for Plaintiff

FILED

1958 OCT 25 AM 10:26

Equity 12924

"PETITIONER'S EXHIBIT A"

This Mortgage,

Made this 3rd day of March, in the year one thousand, nine hundred and fifty eight - - - -, between JAMES M. WILSON and MARLENE L. WILSON, his wife, - of Anne Arundel County, - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and the VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, have received therefrom an advance of TEN THOUSAND SIX HUNDRED FIFTY, - - - - - ($10,650.00) - - Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of EIGHTY DOLLARS & SEVENTY FIVE CENTS ($80.75) - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SEVENTEEN DOLLARS & TWENTY FIVE CENTS ($17.25) - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do-- grant, convey and assign unto the said Mortgagee, its successors and assigns, all those - lots of ground situate and lying in Anne Arundel County - - in said State, and described as follows:

BEING known and designated as Lots Nos. 73-A and 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10 (now in Plat Book No. 5 folio 31). Situate on Wharf Drive.

BEING the same lots of ground which Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Vermont Federal Savings and Loan Association, to James M. Wilson and Marlene L. Wilson, his wife, the within Mortgagors.

FILED
1958 OCT 25 AM 10:26

A LATE CHARGE SHALL BE PAID by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED THAT the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount, of this Mortgage.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on ~~their~~ part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for ~~themselves, their~~ heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors ~~their~~ heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of THREE HUNDRED ($300.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Andrew M. Bohle

ANDREW M. BOHLE

James M. Wilson (SEAL)

JAMES M. WILSON

Marlene L. Wilson (SEAL)

MARLENE L. WILSON

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of March, 19 58, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared JAMES M. WILSON and MARLENE L. WILSON, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose name are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. TAYLOR BODEN - - - - - - - - - - - -, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth and that he is agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

Andrew M. Bohle

ANDREW M. BOHLE Notary Public.

My commission expires May 4th - -, 19 59.

Rec'd for record Mar. 6, 1958 at 10:14 A.M.

Mailed to The Security Title Guarantee Corp. of Balto.

MORTGAGE

FROM

JAMES M. WILSON and MARLENE L. WILSON, his wife,

TO

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Wharf Drive

BLOCK NO.

Received for Record Same day recorded in at o'clock M. Folio etc. Liber No. one of the Records of and examined per

1958 MAR -6 AM 10:14

, Clerk.

Cost of Record, $ 12.50

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE No.

WRITTEN BY

FORM APPROVED

READY FOR RECORD

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JAMES M. WILSON and MARLENE L.	*	ANNE ARUNDEL COUNTY
WILSON, his wife	*	IN EQUITY

* * * * * * * Equity No. 12,524

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of November, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That James M. Wilson and Marlene L. Wilson, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said James M. Wilson and Marlene L. Wilson, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE, Notary Public

FILED

1958 NOV 28 PM 2:11

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
JAMES M. WILSON and	*	ANNE ARUNDEL COUNTY
MARLENE L. WILSON, his wife	*	In Equity

* * * * * * * Equity No 12,524

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from James M. Wilson and Marlene L. Wilson, his wife to Vermont Federal Savings and Loan Association, dated March 3, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1198, folio 585.

November 25, 1958

James M. Wilson & wife
Wharf Drive
Anne Arundel County, Maryland

Original Amount of Loan	$10,650.00
Interest	475.81
Fire Insurance	24.82
	$11,150.63
Less Amount of Payments	343.70
	$10,806.93

WILLIAM C. ROGERS, Attorney
Named in Mortgage

WILLIAM M. DEE, Secretary
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a true statment of the amount of the mortgage claim under the mortgage filed in said cuase now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

FILED

1958 NOV 28 PM 2:11

7

Mortgagee and Attorney's Bond.

US 1-369

LIBER 116 PAGE 26

LIBER 9 PAGE 477

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

Equity No. 12,924

Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND NO/100 ($11,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of November in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from James M. Wilson and Marlene L. Wilson, his wife to Vermont Federal Savings & Loan Association, a body corporate bearing date the third day of March nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1188, Folio 585, and William C. Rogers

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Herbert C. Moore

Attest: HERBERT C. MOORE

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J. F. Eierman, Vice President.

Attest: G. Lee Burgess, Assistant Secretary

Bond Filed and Approved this 28th Day of November 1958

George T. Cromwell, Clerk

FILED

1958 NOV 28 PM

8

WINSON G. GOTT JR.
ATTORNEY
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from James M. Wilson and Marlene L. Wilson, his wife, to Vermont Federal Savings and Loan Association, dated March 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1188, folio, 585, default having occurred thereunder, the undersigned, attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958 at 11 A. M.

All those lots of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots Nos. 73-A and 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same property which by Deed dated March 3, 1958, recorded in G. T. C. No. 1188 folio 583, was conveyed by Vermont Federal Savings and Loan Association to said Mortgagors. Subject to the legal operation and effects, if any, of the covenants and restrictions of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with form stone front; hot air heat; 1st floor has 4 rooms and bath; 2nd floor apartment has 3 rooms and bath, with private entrance.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

N-26

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 27

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Sale

James M. Wilson

#12924

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of November, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 DEC -3 AM 11:59 By Marie Tate

9

No. 12,924 Equity 10

ROBERT H. CAMPBELL - Auctioneer

WINSON G. GOTT, Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Property

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from James M. Wilson and Marlene L. Wilson, his wife, to Vermont Federal Savings and Loan Association, dated March 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1188, folio 585, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958

AT 11 A.M.

All those lots of ground, with improvements thereon, in the 3rd Election District, described as follows: Being known and designated as Lots Nos. 73-A and 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same property which by Deed dated March 3, 1958, recorded in G. T. C. No. 1188, folio 583, was conveyed by Vermont Federal Savings and Loan Association to said Mortgagors. Subject to the legal operation and effects, if any, of the convenants and restrictions of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with form-stone front; hot air heat; 1st floor has 4 rooms and bath; 2nd floor apartment has 3 rooms and bath, with private entrance.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED
1958 DEC -6 AM 11:36

 No. 12,924 Equity

I hereby certify that I have this 29th day of November, 1958, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Ten Thousand Dollars ($10,000), - - - - - it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on November 29th, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand Dollars ($10,000.00) and it and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

Attorney for Vermont Federal Sav.& Ln.Assn.

FILED
1958 DEC -6 AM 11:36

11

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
JAMES M. WILSON and	*	ANNE ARUNDEL COUNTY
MARLENE L. WILSON, his wife	*	No 12,924 Equity

* * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Wharf Drive, Lots 7 and 8 on Pleasant Beach, Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 29, 1958, at 11:00 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association, a body corporate, at and for the sum of $10,000.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 1st day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT J. MOORE, Notary Public

FILED
1958 DEC -6 AM 11:36

12

WINSON G. GOTT JR.
ATTORNEY
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

AT MT. PLEASANT BEACH, THIRD ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from James M. Wilson and Marlene L. Wilson, his wife, to Vermont Federal Savings and Loan Association, dated March 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1188, folio, 565, default having occurred thereunder, the undersigned, attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958 at 11 A. M.

All those lots of ground, with improvements thereon, in the 3rd Election District, described as follows: Being koown and designated as Lots Nos. 73-A and 73-B, as shown on the Revised Plat of Section A of Mt. Pleasant Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod P, Plat No. 10 (now in Plat Book No. 5, folio 31). Situate on Wharf Drive. Being the same property which by Deed dated March 3, 1958, recorded in G. T. C. No. 1188 folio 583, was conveyed by Vermont Federal Savings and Loan Association to said Mortgagors. Subject to the legal operatioo and effects, if any, of the covenants and restrictions of record and to pole line agreements of record.

IMPROVEMENTS: This property is improved by a two-story frame dwelling, with form stone front; hot air heat; 1st floor has 4 rooms and bath; 2od floor apartment has 3 rooms and bath, with private entrance.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upoo final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid oo unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL,
Auctioneer

N-26

ORDER NISI

LIBER 116 PAGE 32

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

JAMES M. WILSON and MARLENE L. WILSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,924 Equity

Ordered, this 6th day of December, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $10,000.00

FILED 1958 DEC 6 AM 11:36

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

JAMES M. WILSON and MARLENE L. WILSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1959 JAN 13 PM 1:09

Benjamin Michaelson JUDGE.

LIBER 116 PAGE 33

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,924 Equity

WILLIAM C. ROGERS, Attorney Named In Mortgage
VERSUS
JAMES M. WILSON and MARLENE L. WILSON, his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned, made and reported by William C. Rogers, Attorney Named In Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $10,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12924

James M. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 7508

FILED
1959 JAN -7 AM 9:49

17

LIBER 116 PAGE 34

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
James M. Wilson
and
Marlene L. Wilson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,924 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Hopkins
Auditor

January 30, 1959

FILED

1959 FEB -4 PM 2:32

Dr. LIBER 116 PAGE 35 in ac.

William C. Rogers, Attorney named in Mortgage vs. James M. Wilson
and Marlene L. Wilson, his wife

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	332	18	632	18
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	58		
U. S. Casualty Co. - bond premium	44	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Herbert C. Moore - notary fees	1	50	154	64
To Vermont Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	9,246	97	9,246	97
			10,085	29
Amount of mortgage claim filed	10,806	93		
Cr. Amount allowed above	9,246	97		
Balance subject to decree in personam	1,559	96		

16

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958							
Nov.	29	Proceeds of Sale	10,000	00			
		Interest on deferred payment of					
		$9,500.00 - 1 month 16 days			10,072	83	
		Refund 1958 State and County taxes -					
		1 month 1 day	12	46	12	46	
					10,085	29	

ORDER NISI LIBER 116 PAGE 37

William C. Rogers,

Attorney named in Mortgage

VERSUS

James M. Wilson

and

Marlene L. Wilson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,924 Equity.

FILED
1959 FEB -4 PM 2:32

ORDERED, This 4th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 17 PM 1:13

Benjamin Michaelson
Judge

LIBER 116 PAGE 38

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 12924

James M. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2 th day of March, 1959. The first insertion being made the 12 th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12.924 Equity
WILLIAM C. ROGERS,
Attorney Named In Mortgage
versus
JAMES M. WILSON and
MARLENE L. WILSON, his wife

Ordered, this 4th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-26

FILED

No. M. G. 6483 1959 MAR -4 PM 1:43

19

LIBER 116 PAGE 39

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
VS	*	CIRCUIT COURT
CHARLES CLINTON TERRY and VELMA H. TERRY, his wife and HOUSTON MATNEY STORIE and IRENE BULAH STORIE, his wife	*	FOR ANNE ARUNDEL COUNTY No. 12,917 Equity

* * * * * * *

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibits "A" and "B".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED

1958 OCT 21 PM 3:15

LIBER 116 PAGE 40
LIBER 858 PAGE 403

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

PETITIONER'S EXHIBIT "A"

MORTGAGE

No. 12,917 Equity

THIS MORTGAGE, made this 24th day of August, A. D. 1954, by and between CHARLES CLINTON TERRY and VELMA H. TERRY, his wife,----------

of Anne Arundel County----------; in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland----------
~~a corporation organized and existing under the laws of the~~----------
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND NINE HUNDRED NINETY----------Dollars ($9,990.00---), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half-----per centum (4½%) per annum until paid, principal and interest being payable at the office of ROWILL TITLE HOLDING CORPORATION----------, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY DOLLARS AND SIXTY-TWO CENTS----------Dollars ($ 50.62-----), commencing on the first day of September - -, 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August - - - - - -, 19 84. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County----------, in the State of Maryland, to wit:

BEING known and designated as Lot No. 13, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4 Rod G-8 Plat No. 7. Situate on Harmony Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by HILDA E. MILLER, Unmarried, to CHARLES CLINTON TERRY and VELMA H. TERRY, his wife, the within Mortgagors.

* Delete italicized words if Mortgagee is not a building and loan association.

FILED
1958 OCT 21 PM 3:15

16—49690-6

J

LIBER 116 PAGE 41

LIBER 858 PAGE 404

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, mail boxes, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

--

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual rent of $84.00, payable half-yearly on the 24th - - - - - - - - day of February and August - - - in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

16—42290-8

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty-----days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or William C. Rogers----------, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED-- Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

E. Taylor Boden
E. TAYLOR BODEN

Charles Clinton Terry (SEAL)
CHARLES CLINTON TERRY

Velma H. Terry (SEAL)
VELMA H. TERRY

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 24th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES CLINTON TERRY and VELMA H. TERRY, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared STANLEY L. HOLMES, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Recorded: August 31, 1954 at 9.20 A.M.

E. Taylor Boden
E. TAYLOR BODEN Notary Public.

My commission expires May 2nd, 1955.

FOR VALUE RECEIVED, We, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION and the signature of STANLEY L. HOLMES, - Vice-President, duly authorized and attested this 24th day of August, 1954.

ROWILL TITLE HOLDING CORPORATION

BY: Stanley L. Holmes
Vice-President
STANLEY L. HOLMES

WITNESS: E. Taylor Boden
E. TAYLOR BODEN

Recorded: Aug. 31, 1954 at 9.20 A.M.

LIBER 858 PAGE 407

FILE NO: 46456
WRITTEN BY O.R.
FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND

Mortgage

FROM
CHARLES CLINTON TERRY and
VELMA H. TERRY, his wife.

TO
ROWILL TITLE HOLDING CORPORATION, Short Assignment to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Lot #13 Sec. A

Received for Record August 31 1954, at 9.20 o'clock A.M. Same day recorded in Liber No. 858 Folio 403 one of the Land Records of A.A. Co.

and examined per JOHN H. HOPKINS, 2nd, Clerk.

Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 16-10800-4

Received for Record 31 Day of Aug. 1954 at 9.22 A.M. and the same day recorded in Liber J.H.H., No. 858 Fol. 407 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 2nd

Paul E. Gaudet 1.00
1.00
10.00

LIBER 1038 PAGE 140

LIBER 116 PAGE 44

ASSUMPTION OF PRIOR MORTGAGE

No. 12,917 Equity

"PETITIONER'S EXHIBIT "B"

FOR VALUE RECEIVED, The undersigned, purchaser or purchasers and Grantee or Grantees in the Deed, of property No. Lot 13 Harmony Ave, Plat of Belvedere Heights, Anne Arundel County ~~in Baltimore City or Baltimore County~~ now covered by a Mortgage dated August 24th 1954 and recorded among the Land Records of Baltimore City or Baltimore County in Liber J. H. H. 858 Folio 403 from CHARLES CLINTON TERRY AND VELMA TERRY, his wife to THE ROWILL TITLE HOLDING CORPORATION and assigned to VERMONT FEDERAL SAVINGS & LOAN ASS. on Aug. 24, 1955 by SHORT ASSOCIATION, do hereby covenant and agree with said Association, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of said Mortgage, to the same extent as if said undersigned has been the Mortgagor, making the covenants therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Association against said Mortgagors, nor as an agreement by said Assooiation to substitute this obligation for the obligation of said Mortgagors, or to alter or extend the time or manner of performance of said covenants of said Mortgage.

Assignment dated Aug. 24, 1954 & recorded in Liber J. H. H. folio 407

AS WITNESS our hands and seals this 8th day of June 1956

X Houston Matney Storie (SEAL)
Houston Matney Storie

X Irene Bulah Storie (SEAL)
Irene Bulah Storie

TEST:

Delphine Smith

Delphine Smith

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 8th day of June 1956 before me, the subscriber, a Notary Public, for the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared, HOUSTON MATTEY STORIE and IRENE BULAH STORIE, his wife the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the aforegoing instrument, and they acknowledged the aforegoing instrument to be their aot and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Delphine Smith
Notary Public

Delphine Smith

My commission expires May 6th, 1957

Rec'd for record June 21, 1956, at 9.45 A.M.
Mailed to William C. Rogers

FILED

1958 OCT 21 PM 3:15

LIBER 116 PAGE 45

WILLIAM C. ROGERS, Attorney *
Named in Mortgage *
VS *
CHARLES CLINTON TERRY and *
VELMA H. TERRY, his wife and *
HOUSTON MATNEY STORIE and *
IRENE BULAH STORIE, his wife *

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Equity No. 12,917

* * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Charles Clinton Terry and Velma H. Terry, his wife/and Houston Matney Storie and Irene Bulah Storie, his wife, were the original mortgagors and are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Charles Clinton Terry and Velma H. Terry, his wife and Houston Matney Storie and Irene Bulah Storie, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, adknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE, Notary Public

FILED

1958 NOV 28 PM 2:06

7

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES CLINTON TERRY and	*	ANNE ARUNDEL COUNTY
VELMA H. TERRY, his wife and	*	
HOUSTON MATNEY STORIE and	*	Equity No. 12,917
IRENE BULAH STORIE, his wife	*	

* * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Charles Clinton Terry and Velma H. Terry, his wife to Rowill Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 858, folio 403. (Short Assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 858, folio 406;) Mortgage assumed by Houston Matney Storie and Irene Bulah Storie, dated June 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1038, folio 140.

November 26, 1958

Houston Storie & wife
Lot 13, Harmony Avenue
Baltimore County, Maryland

Original Amount of Loan	$9,990.00
Interest	1,840.08
Ground Rent	336.00
Taxes	496.52
Fire Insurance	131.35
Sanitation Charges	78.75
Winterizing Property	24.00
	$12,896.70
Less Amount of Payments	3,330.65
Balance	$ 9,566.05

WILLIAM C. ROGERS, Attorney
Named in Mortgage

WILLIAM M. DEE, Secretary
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

STATE OF MARYLAND, CITY OF BALTIMORE; To Wit

I HEREBY CERTIFY that on this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a true statment of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED

1958 NOV 28 PM 2:05

HERBERT C. MOORE, Notary Public

8

Mortgagee and Attorney's Bond.

US 1-369

LIBER 9 PAGE 476

UNITED STATES CASUALTY COMPANY

LIBER 116 PAGE 47

60 JOHN STREET, NEW YORK

Equity No. 12,917

Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND SEVEN HUNDRED AND NO/100 - - - - - - - - - - - - ($9,700.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of November in the year nineteen hundred and fifty-eight

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Charles Clinton Terry and Velma H. Terry, his wife to Rowill Title Holding Corporation bearing date the 24th day of August nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 858, Folio 406, and said mortgage was short-assigned to Vermont Federal Savings & Loan Association on same day and said mortgage assumed by Houston Matney Storie and Irene Bulah Storie, his wife on on June 8, 1956 and recorded in Land Records of Anne Arundel County, in Liber G. T. C. 1038, Folio 140, and William C. Rogers is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Attest: HERBERT C. MOORE

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By: J. F. Eierman, Vice-President

Attest: G. Lee Burgess, Assistant Secretary

Bond filed and approved this 28th day of November 1958

George T. Cromwell, Clerk

FILED 1958 NOV 28 PM 2:05

9

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

AT BELVEDERE HEIGHTS 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Charles Clinton Terry and Velma H. Terry, his wife to Rowill Title Holding Corporation, dated Aug. 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 858, folio 403, which Mortgage was assigned by Short Assignment dated August 24, 1954 to Vermont Federal Savings and Loan Association; payment of said Mortgage also having been assumed by Houston Matney Storie and Irene Bulah Storie, his wife, by Assumption Agreement dated June 8, 1956, recorded in Liber G. T. C. No. 1038, folio 140; default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958
at 11:15 A. M.

All that lot of ground and improvements thereon, said lot being known and designated as Lot No. 13, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8 Plat No. 7. Situate on Harmony Avenue. Being the same lot which by Deed of Assignment dated August 24, 1954 recorded in Liber J. H. H. No. 858, folio 401 was conveyed by Hilda E. Miller to Charles Clinton Terry and wife and by mesne conveyances title vested in Houston Matney Storie and wife.

Subject to an annual ground rent of $84.00 payable half-yearly on the 24th day of February and August in each and every year. Subject to pole agreement recorded in Liber W. M. B. No. 136, fol. 469. IMPROVEMENTS: This property is improved by a 1½ story frame bungalow, concrete bl. foundation; 4 rooms; hot water radiation, oil fired heat.

TERMS OF SALE:: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-26

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 48

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Charles Clinton Terry

was published in 12.917

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of November, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:58 By Barie Tate

10

ROBERT H. CAMPBELL - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

AT BELVEDERE HEIGHTS, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Charles Clinton Terry and Velma H. Terry, his wife to Rowill Title Holding Corporation, dated August 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 858, folio 403, which Mortgage was assigned by Short Assignment dated August 24, 1954 to Vermont Federal Savings and Loan Association; payment of said Mortgage also having been assumed by Houston Matney Storie and Irene Bulah Storie, his wife, by Assumption Agreement dated June 8, 1956, recorded in Liber G. T. C. No. 1038, folio 140; default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958

AT 11:15 A.M.

All that lot of ground and improvements thereon, said lot being known and designated as Lot No. 13, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8 Plat No. 7. Situate on Harmony Avenue. Being the same lot which by Deed of Assignment dated August 24, 1954 recorded in Liber J. H. H. No. 858, folio 401 was conveyed by Hilda E. Miller to Charles Clinton Terry and wife and by mesne conveyances title vested in Houston Matney Storie and wife.

Subject to an annual ground rent of $84 payable half-yearly on the 24th day of February and August in each and every year. Subject to pole agreement recorded in Liber W. M. B. No. 136, folio 469.

IMPROVEMENTS: This property is improved by a 1½ story frame bungalow, concrete bl. foundation; 4 rooms; hot water radiation, oil fired heat.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED
1958 DEC -6 AM 11:36

LIBER 116 PAGE 50 Equity No. 12,917

I hereby certify that I have this 29th day of November, 1958, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand, Five Hundred Dollars ($8,500) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on November 29th, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Five Hundred Dollars ($8500) and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

Attorney for Vermont Federal Savings and Loan Association

FILED

1958 DEC -6 AM 11:36

12

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

OF BELVEDERE HEIGHTS 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Charles Clinton Terry and Velma H. Terry, his wife to Rowill Title Holding Corporation, dated Aug. 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 858, folio 403, which Mortgage was assigned by Short Assignment dated August 24, 1954 to Vermont Federal Savings and Loan Association; payment of said Mortgage also having been assumed by Houston Matney Storie and Irene Bulah Storie, his wife, by Assumption Agreement dated June 8, 1956, recorded in Liber G. T. C. No. 1038, folio 140; default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958

at 11:15 A. M.

All that lot of ground and improvements thereon, said lot being known and designated as Lot No. 13, as shown on the Plat of Belvedere Heights, Section 2, which Plat was recorded among the Land Records of Anne Arundel County on April 1, 1954 in Plat Cabinet No. 4, Rod G-8 Plat No. 7. Situate on Harmony Avenue. Being the same lot which by Deed of Assignment dated August 24, 1954 recorded in Liber J. H. H. No. 858, folio 401 was conveyed by Hilda E. Miller to Charles Clinton Terry and wife and by mesne conveyances title vested in Houston Matney Storie and wife.

Subject to an annual ground rent of $84.00 payable half-yearly on the 24th day of February and August in each and every year. Subject to pole agreement recorded in Liber W. M. B. No. 136, fol. 469. IMPROVEMENTS: This property is improved by a 1½ story frame bungalow, concrete bl. foundation; 4 rooms; hot water radiation, oil fired heat.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland.
ROBERT H. CAMPBELL
Auctioneer

N-26

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
CHARLES CLINTON TERRY and	*	ANNE ARUNDEL COUNTY
VELMA H. TERRY, his wife and	*	Equity No. 12,917
HOUSTON MATNEY STORIE and	*	
IRENE BULAH STORIE, his wife	*	

* * * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as Lot #13 Harmony Avenue, Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette , a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 29, 1958, at 11:15 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association, a body corporate, at and for the sum of $8,500.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 1st day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

FILED
1958 DEC -6 AM 11:36

ORDER NISI

LIBER 116 PAGE 52

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

CHARLES CLINTON TERRY and
VELMA H. TERRY, his wife and
HOUSTON MATNEY STORIE and
IRENE BULAH STORIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,917 Equity

Ordered, this 6th day of December, 19 58, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $ 8,500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC 6 AM 11:36

TEST: _____ Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

CHARLES CLINTON TERRY and
VELMA H. TERRY, his wife and
HOUSTON MATNEY STORIE and
IRENE BULAH STORIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JAN 13 PM 1:09

OFFICE OF

Maryland Gazette

Published by LIBER 116 PAGE 53

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12917

Charles Clinton Terry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,917 Equity

WILLIAM C. ROGERS,
Attorney Named In Mortgage
VERSUS
CHARLES CLINTON TERRY and VELMA H. TERRY, his wife and HOUSTON MATNEY STORIE and IRENE BULAH STORIE, his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-3J

FILED
JAN -7 AM 9:49

No. M. G. 1106 1959

5

In the Case of

William C. Rogers,
Attorney named in Mortgage
VS.
Charles Clinton Terry
and
Velma H. Terry, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,917 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura R. Perkins
Auditor.

January 30, 1959

FILED
1959 FEB -4 PM 2:32

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Charles Clinton Terry and Velma H. Terry, his wife, et al

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	286	84	386	84
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	50		
U. S. Casualty Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Herbert C. Moore - notary fees	1	50	122	59
To Attorney for Ground Rent, viz: Semi-annual ground rent of $42.00 due 2/24/59 - 3 months 5 days	22	17	22	17
To Vermmont Federal Savings & Loan Ass'n, Assignee of the mortgage filed herein - this balance on account mortgage claim	7,989	00	7,989	00
			8,572	10
Amount of mortgage claim filed	9,566	05		
Cr. Amount allowed above	7,989	00		
Balance subject to decree in personam	1,577	05		

17

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958						
Nov.	29	Proceeds of Sale	8,500	00		
		Interest on deferred payment of ...				
		$8,000.00 - 1 month 16 days	61	32	8,561	32
		Refund 1958 State and County taxes-				
		1 month 1 day	10	78	10	78
					8,572	10

18

ORDER NISI LIBER 116 PAGE 57 In the

William C. Rogers,
Attorney named in Mortgage
VERSUS
Charles Clinton Terry
and
Velma H. Terry, his wife,
et al

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,917 Equity.

ORDERED, This 4th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell

FILED
1959 FEB -4 PM 2:32

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 17 PM 1:23

Benjamin Michaelson
Judge

OFFI[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 58

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Circuit Court Eq. 12917

Charles Clinton Terry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,917 Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage
versus
CHARLES CLINTON TERRY and VELMA H. TERRY, his wife, et al

Ordered, this 4th day of February, 1959, that the Report and Account of the Auditor; filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

F-26

FILED

1959 MAR -4 PM 1:43

No. M. G. 6483

20

LIBER 116 PAGE 59

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
LEO JOSEPH SCHWARTZ, JR. and	*	ANNE ARUNDEL COUNTY
VIRGINIA D. SCHWARTZ, his wife	*	In Equity
* * * *		*No. 12895 Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED
1958 OCT -7 PM 2:22

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

PETITIONER'S EXHIBIT "A".

MORTGAGE

No. 12,895 Equity

THIS MORTGAGE, made this 23rd day of September, A. D. 1955, by and between LEO JOSEPH SCHWARTZ, JR. and VIRGINIA D. SCHWARTZ, his wife,

of Anne Arundel County, ---------------------, in the State of Maryland, hereinafter called the Mortgagor, and ROWILL TITLE HOLDING CORPORATION, ----------------, a body corporate, duly incorporated under the Laws of the State of Maryland, [illegible] hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of EIGHTY-NINE HUNDRED AND FIFTY ---------------------Dollars ($8950.00.---), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half ----per centum (4½ %) per annum until paid, principal and interest being payable at the office of ROWILL TITLE HOLDING CORPORATION -----------------, in Baltimore City, State of ------ Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-FIVE DOLLARS AND THIRTY-SIX CENTS ---------Dollars ($ 45.36.----), commencing on the first day of October , 1955 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September , 1985 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County , -------------------------, in the State of Maryland, to wit:

BEING known and designated as Lots Nos. 19 and 20 in Section 3 on Plat of Brooklyn Park, subdivision No. 3 of John K. Culver as appears in the Land Records of Anne Arundel County in Plat Book No. 1 Liber G.W. 171; said lots having a combined frontage of fifty feet on the south side of Edgevale Road with an even rectangular depth southwardly of one hundred twenty-five feet to a ten foot alley; bounded on the north by Edgevale Road, on the east by Lot No. 18, Section 3, on the south by a ten foot alley and on the west by Lot No. 21, Section 3 all in said subdivision. The improvements thereon being known as No. 117 W. Edgevale Road (formerly No. 10 Edgevale Road).

BEING the same two lots of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto were granted and conveyed by THE BOND REALTY COMPANY to LEO JOSEPH SCHWARTZ, JR., one of the within Mortgagors.

FILED

1958 OCT -7 PM 2:22

* Delete italicized words if Mortgagee is not a building and loan association.

THE property above described is the property of LEO JOSEPH SCHWARTZ, JR. and the said VIRGINIA D. SCHWARTZ, his wife, joins herein and executes this Mortgage for the purpose of assuming the primary obligation jointly and severally to pay said indebtedness and fulfill the covenants herein contained, said obligation to be the joint and several, the direct and primary obligation of each of the parties, Mortgagors, hereto.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $96.00; payable in equal semi-annual installments on the 23rd days of March and September in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS ----------, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED --Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: George A Heinfeld

Leo Joseph Schwartz [SEAL]
LEO JOSEPH SCHWARTZ, JR.

Virginia D. Schwartz [SEAL]
VIRGINIA D. SCHWARTZ

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE ----to wit:

I HEREBY CERTIFY, That on this 23rd day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore City - - - - aforesaid, personally appeared LEO JOSEPH SCHWARTZ, JR. and VIRGINIA D. SCHWARTZ, his wife,----------the above named Mortgagors, and they -------- acknowledged the foregoing mortgage to be their ---------- act.

At the same time also personally appeared Herbert E. Muse---------- the Agent --------of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

George A Heinfeld
Notary Public.

My commission expires May 6th, 1957.

FOR VALUE RECEIVED, WE, ROWILL TITLE HOLDING CORPORATION, hereby assign the within Mortgage unto VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION.

AS WITNESS the corporate seal of ROWILL TITLE HOLDING CORPORATION, and the signature of Stanley L. Holmes, President, duly authorized and attested, this 23rd day of September, 1955.

WITNESS: ROWILL TITLE HOLDING CORPORATION

George A Heinfeld BY: Stanley L. Holmes
Stanley L. Holmes President

LIBER 968 PAGE 164

(4) L

FILE NO. 30164

WRITTEN BY MED

STATE OF MARYLAND FORM APPROVED WB

Received for Record 28 Day of SEPT 1955, at 2 P.M. and the same day recorded in Liber G.T.C. No. 968 Fol. 164

Mortgage Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

FROM

LEO JOSEPH SCHWARTZ, JR. and

IRGINIA D. SCHWARTZ, his wife

TO

ROWILL TITLE HOLDING CORPORATION short assigned to VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

112 WEDGEVALE Pkwy

Received for Record 28 SEPT 1955, at 2 o'clock P M. Same day recorded in Liber GTC No. 968 Folio 160 &c., one of the Land Records of AAC

and examined per GEORGE T. CROMWELL, Clerk

Cost of Record, $ ....., Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—45880-4

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

19.50
1.00
2.00
10.00

WILLIAM C. ROGERS, Attorney	*	
Named in Mortgage	*	IN THE
vs.	*	CIRCUIT COURT
LEO JOSEPH SCHWARTZ, JR.	*	FOR
and VIRGINIA D. SCHWARTZ,	*	ANNE ARUNDEL COUNTY
his wife	*	In Equity
* * * * *		Equity No 12,895

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of ~~October~~ NOVEMBER, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to according to law, deposed and said:

That Leo Joseph Schwartz, Jr. and Virginia D. Schwartz, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Leo Joseph Schwartz, Jr. and Virginia D. Schwartz, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, and acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE, Notary Public

FILED

1958 NOV 28 PM 2:23

LIBER 116 PAGE 65

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
LEO JOSEPH SCHWARTZ, JR. and	*	ANNE ARUNDEL COUNTY
VIRGINIA D. SCHWARTZ, his wife	*	In Equity
	* * * * * * *	Equity No. 12,895

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Leo Joseph Schwartz, Jr. and Virginia D. Schwartz, his wife to Rowill Title Holding Corporation, dated September 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, folio 160. (Short Assignment to Vermont Federal Savings and Loan Association by Rowill Title Holding Corporation, dated September 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 963, folio 163.)

November 25, 1958

Leo Joseph Schwartz & wife
117 Edgevale Road
Baltimore 25, Maryland

Original Amount of Loan	$8,950.00
Interest	1,214.94
Ground Rent	285.00
Sanitation Charges	30.83
Taxes	340.29
Fire Insurance	75.58
	$10,896.63
Less Amount of Payments	2,050.99
Balance	$ 8,945.64

WILLIAM C. ROGERS,
Attorney Named in Mortgage

WILLIAM M. DEE, Secretary
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage and William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

AS WITNESS MY hand and Notarial Seal.

FILED
1958 NOV 28 PM 2:23

HERBERT C. MOORE, Notary Public

7

Mortgagee and Attorney's Bond. US 1-369

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 116 PAGE 66

LIBER 9 PAGE 479

Equity No. 12,895

Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street Baltimore 2, Maryland - - - - - - - - - - - - - - - - as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND NO/100 - ($9,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of November in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Leo Joseph Schwartz, Jr. and Virginia D. Schwartz, his wife to Rowill Title Holding Corporation bearing date the 23rd day of September nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 968, Folio 160, and said mortgage was short-assigned to Vermont Federal Savings & Loan Association, assignee, on September 23, 1955 and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 968, Folio 163, and William C. Rogers is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Attest: HERBERT C. MOORE

Bond filed and approved this 28th day of November 1958
George T. Cromwell, Clerk

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman, Vice-President

Attest G. Lee Burgess, Assistant Secretary

1959 NOV 28 PM 2 23

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

AT BROOKYN PARK FIFTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Leo Joseph Schwartz, Jr. and Virginia. D. Schwartz, his wife, to Rowill Title Holding Corporation, dated September 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 968, folio 160, which Mortgage was assigned by Short Assignment dated September 23, 1955 to Vermont Federal Savings and Loan Association, default having occured thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958 at 11:45 A. M.

All those lots of ground and improvements thereon, in the 5th Election District, known and designated as Lots Nos. 19 and 20 in Section 3 on Plat of Brooklyn Park, subdivision No. 3 of John K. Culver as appears in the Land Records of Anne Arundel County in Plat Book G. W. Sec. 3, folio 141, now in Plat Book 16, folio, 46; said lots having a combined frontage of 50 feet on the south side of Edgevale Road with an even rectangular depth southwardly of 125 feet to a 10 foot alley; bounded on the north by Edgevale Road, on the east by Lot No. 18, Section 3, on the south by a 10 foot alley and on the west by Lot No. 21, Section 3 all in said subdivision. The improvements thereon being known as No. 117 Edgevale Road (formerly No. 10 Edgevale Road). Being the same property conveyed by The Bond Realty Company to Leo Joseph Schwartz, Jr. by Deed of Assignment recorded in Liber G. T. C. No. 968, folio 158.

Subject to an annual ground rent of $96.00 payable half yearly on the 23rd day of September and March. Subject also to the legal operation and effect of pole agreement recorded in Liber W. M. B. No. 18, folio 465 and restrictions in deeds recorded in Libers W.N.W. 40, folio 333 and 73, folio 260.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms, concrete bl. foundation, partial basement; hot water, oil fired heat. Together with whatever personal property covered by the mortgage that may be on the premises.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-26

OFFICE OF

Maryland Gazette

Published by THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 67

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Leo Joseph Schwartz, Jr.

12,895

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of November, 1958. The first insertion being made the 4th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 DEC -3 AM 11:50

By Marie Tate

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

Equity 12895

LIBER 116 PAGE 68

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

AT BROOKLYN PARK, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Leo Joseph Schwartz, Jr. and Virginia D. Schwartz, his wife, to Rowill Title Holding Corporation, dated September 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 968, folio 160, which Mortgage was assigned by Short Assignment dated September 23, 1955 to Vermont Federal Savings and Loan Association, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958

AT 11:45 A.M.

All those lots of ground and improvements thereon, in the 5th Election District, known and designated as Lot Nos. 19 and 20 in Section 3 on Plat of Brooklyn Park, subdivision No. 3 of John K. Culver as appears in the Land Records of Anne Arundel County in Plat Book G. W. Sec. 3, fol. 141 now in Plat Book 16, fol. 46; said lots having a combined frontage of 50 feet on the south side of Edgevale Road with an even rectangular depth southwardly of 125 feet to a 10 foot alley; bounded on the north by Edgevale Road, on the east by Lot No. 18, Section 3, on the south by a 10 foot alley and on the west by Lot No. 21, Section 3 all in said subdivision. The improvements thereon being known as No. 117 Edgevale Road (formerly No. 10 Edgevale Road). Being the same property conveyed by The Bond Realty Company to Leo Joseph Schwartz, Jr. by Deed of Assignment recorded in Liber GTC No. 968, folio 158.

Subject to an annual ground rent of $96 payable half yearly on the 23rd days of September and March. Subject also to the legal operation and effect of pole agreement recorded in Liber W. M. B. No. 18, folio 465 and restrictions in deeds recorded in Libers W. N. W. 40, folio 333 and 73, folio 260.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms, concrete bl. foundation, partial basement; hot water, oil-fired heat. Together with whatever personal property covered by the mortgage that may be on the premises.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid puchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED

1958 DEC -6 AM 11:36

Equity No. 12,895

LIBER 116 PAGE 69

I hereby certify that I have this 29th day of November, 1958, sold the within described property to Vermont Federal Savings and Loan Association at and for the sum of Eight Thousand Two Hundred Dollars ($8,200.00) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Vermont Federal Savings and Loan Association has on November 29th, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Two Hundred Dollars ($8,200.00) and hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

Atty. for Vermont Federal Sav. & Ln. Assn.

FILED

1958 DEC -6 AM 11:36

11

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LEO JOSEPH SCHWARTZ, JR. and	*	ANNE ARUNDEL COUNTY
VIRGINIA D. SCHWARTZ, his wife	*	Equity No. 12,895

* * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 117 W. Edgevale Road, Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows that after giving bond with security discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 29, 1958, at 11:45 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Vermont Federal Savings and Loan Association, a body corporate, at and for the sum of $8,200.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 1st day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1958 DEC -6 AM 11:35

12

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

AT BROOKYN PARK FIFTH ELECTION DISTRICT ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Leo Joseph Schwartz, Jr. and Virginia. D. Schwartz, his wife, to Rowill Title Holding Corporation, dated September 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 968, folio 160, which Mortgage was assigned by Short Assignment dated September 23, 1955 to Vermont Federal Savings and Loan Association, default having occured thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958 at 11:45 A. M.

All those lots of ground and improvements thereon, in the 5th Election District, known and designated as Lots Nos. 19 and 20 in Section 3 on Plat of Brooklyn Park, subdivision No. 3 of John K. Culver as appears in the Land Records of Anne Arundel County in Plat Book G. W. Sec. 3, folio 141, now in Plat Book 16, folio, 46; said lots having a combined frontage of 50 feet on the south side of Edgevale Road with an even rectangular depth southwardly of 125 feet to a 10 foot alley; bounded on the north by Edgevale Road, on the east by Lot No. 18, Section 3, on the south by a 10 foot alley and on the west by Lot No. 21, Section 3 all in said subdivision. The improvements thereon being known as No. 117 Edgevale Road (formerly No. 10 Edgevale Road). Being the same property conveyed by The Bond Realty Company to Leo Joseph Schwartz, Jr. by Deed of Assignment recorded in Liber G. T. C. No. 968, folio 158.

Subject to an annual ground rent of $96.00 payable half yearly on the 23rd day of September and March. Subject also to the legal operation and effect of pole agreement recorded in Liber W. M. B. No. 18, folio 485 and restrictions in deeds recorded in Libers W.N.W. 40, folio 333 and 73, folio 260.

IMPROVEMENTS: One and one-half story frame dwelling; 6 rooms, concrete bl. foundation, partial basement; hot water, oil fired heat. Together with whatever personal property covered by the mortgage that may be on the premises.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-26

ORDER NISI

LIBER 116 PAGE 72

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

LEO JOSEPH SCHWARTZ, JR. and
VIRGINIA D. SCHWARTZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,895 Equity

Ordered, this 6th day of December, 1958, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $8,200.00

George T. Cromwell, Clerk.

True Copy,

FILED 1958 DEC 6 AM 11:35

TEST: _____ Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

LEO JOSEPH SCHWARTZ, JR. and
VIRGINIA D. SCHWARTZ, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, JUDGE.

FILED

1959 JAN 13 PM 1:08

13

LIBER 116 PAGE 73

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,895 Equity

WILLIAM C. ROGERS,
Attorney Named In Mortgage
VERSUS
LEO JOSEPH SCHWARTZ, JR.
and
VIRGINIA D. SCHWARTZ,
his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $8,200.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-31

No. M. G. 7505

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq 12895

Leo Joseph Schwartz, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN -7 AM 9:49

By Pearl Tate

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
VS.
Leo Joseph Schwartz, Jr.,
and
Virginia D. Schwartz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,895 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

**s/ Laura R. Jicklings*
Auditor.

January 30, 1959

**Correction made 3/9/59*

FILED
1959 FEB -4 PM 2:32

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Leo Joseph Schwartz, Jr., and Virginia D. Schwartz, his wife

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	277	76	377	76
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	63		
U. S. Casualty Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Herbert C. Moore - notary fees	1	50	127	72
To Attorney for Ground Rent, viz: Semi-annual ground rent of $48.00 due 3/23/59 - 2 months 6 days	17	60	17	60
To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,693	93	7,693	93
			8,268	51
Amount of mortgage claim filed	8,845	64		
Cr. Amount allowed above	7,693	93		
Balance subject to decree in personam	1,151	71		

16

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958						
Nov.	29	Proceeds of Sale	8,200	00		
		Interest on deferred payment of $7,700.00 - 1 month 16 days	58	71	8,258	71
		Refund 1958 State and County taxes- 1 month 1 day	9	80	9	80
					8,268	51

ORDER NISI

LIBER 116 PAGE 77

William C. Rogers,

Attorney named in Mortgage

VERSUS

Leo Joseph Schwartz, Jr.,

and

Virginia D. Schwartz, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,895 Equity.

ORDERED, This 4th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell

1959 FEB -4 PM 2:22

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 17 PM 1:13

Benjamin Michaelson

Judge.

12

OFFI' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed Order Nisi Aud. Acct. Eq. 12895

Leo Joseph Schwartz, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,895 Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage
versus
LEO JOSEPH SCHWARTZ, JR., and
VIRGINIA D. SCHWARTZ, his wife

Ordered, this 4th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-26

FILED
1959 MAR -4 PM 1:43

No. M.G. 6484

19

LIBER 116 PAGE 79

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
VS	*	FOR
ERNEST LYNWOOD SAWYER, JR. and BETTY LOU SAWYER, his wife	*	ANNE ARUNDEL COUNTY In Equity
* * * * *		No. 12,932 Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

FILED
1958 OCT 31 PM 2:37

80291

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

No. 12,932 Equity

MORTGAGE

PETITIONER'S EXHIBIT "A"

This Mortgage, made this 30th day of April, A. D. 1956, by and between ERNEST LYNWOOD SAWYER, JR. and BETTY LOU SAWYER, his wife,- -

of Anne Arundel County- - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated- - - - - - - - - - - - - - - - -

~~corporation organized and existing under the laws of the~~

hereinafter called the Mortgagee.

Whereas, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-FIVE HUNDRED AND FIFTY- - - - - - - - - - - - - - Dollars ($ 9550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half- - per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - - in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY DOLLARS AND FORTY-THREE CENTS- - - - - ~~Dollars~~ ($ 60.43), commencing on the first day of June - - - - - - , 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May - - - - - - - - - , 1976. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

And Whereas, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County- - - - - - - - - - - - - - - - , in the State of Maryland, to wit:

BEING known and designated as Lot No. 2, Block 13 on the Plat of Glenmore, Section 3 which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4 Rod G-1 Plat 6, (now in Plat Book 22, folio 35). The improvements whereon are known as No. 302 Shipley Avenue.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by ROWILL TITLE HOLDING CORPORATION, to ERNEST LYNWOOD SAWYER, JR. and BETTY LOU SAWYER, his wife, the within Mortgagors.

FILED

1956 OCT 31 PM 2:37

* Delete italicized words if Mortgagee is not a building and loan association.

16—48590-7

LIBER 116 PAGE 81
LIBER 1023 PAGE 269

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: 10 combination metal storm windows; 2 combination metal storm doors; 36" Real Host gas range.

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, incubations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage:

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of $90.00, payable half-yearly on the 30th days of April -- and October - - - -, in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

16—43590-8

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty- - -days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS- - - - - - - , its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 1116 PAGE 87

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addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

George A. Heinfield
GEORGE A. HEINFIELD

Ernest Lynwood Sawyer Jr.
ERNEST LYNWOOD SAWYER, JR. [SEAL]

BETTY LOU SAWYER [SEAL]

Betty Lou Sawyer [SEAL]

[SEAL]

LIBER 116 PAGE 83

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 30th - - - day of April - - - - - - 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore City - - - - aforesaid, personally appeared ERNEST LYNWOOD SAWYER, JR. and BETTY LOU SAWYER, his wife, - - - - - - the above named Mortgagors, and they - - - - acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - - act.

At the same time also personally appeared STANLEY I. HOLMES the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

GEORGE A. HEINFIELD NOTARY PUBLIC BALTIMORE CITY

George A. Heinfield
Notary Public.

My commission expires May 6th, 1957. GEORGE A. HEINFIELD

Rec'd for record May 3 1956 at 11.05 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

INDEX IN CHATTELS
STATE OF MARYLAND

Mortgage

FROM

ERNEST LYNWOOD SAWYER, JR.
BETTY LOU SAWYER, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

302 Shipley Ave

Received for Record ... o'clock M.
Same day recorded in Liber ... &c.,
Folio ... of the Land Records of ...
Examined per ...

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1956 MAY -3 AM 11:05 & RECORDED IN LIBER OTC NO. 1023 FOLIO 268 GEO. A. SRAMEK CLERK

Cost of Record, $ 24.00 ..., Clerk.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
ERNEST LYNWOOD SAWYER, JR.	*	ANNE ARUNDEL COUNTY
and BETTY LOU SAWYER, his wife	*	In Equity
* * * * *		Equity No. 12,932

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

HERBERT C. MOORE, Notary Public

FILED
1958 NOV 28 PM 2:23

6

LIBER 116 PAGE 85

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
ERNEST LYNWOOD SAWYER, JR.	*	ANNE ARUNDEL COUNTY
and BETTY LOU SAWYER, his wife	*	In Equity
* * * * *		Equity No. 12,932

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, to Fraternity Federal Savings and Loan Association, dated April 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1023 folio 268.

November 26, 1958

Ernest L. Sawyer, Jr. and wife
302 Shipley Avenue
Anne Arundel County, Maryland

Original Amount of Loan	$9,550.00
Interest	1,069.18
Ground Rent	225.00
Taxes	233.63
	$11,077.81
Payments	1,629.58
	$ 9,448.23

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

William C. Rogers
WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association, and William C. Rogers, Attorney named in mortgage, and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE Notary Public

FILED
1958 NOV 28 PM 2:23

7

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE AT GLENMORE FIFTH ELECTION DISTRICT OF ANNE, ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, to Fraternity Federal Saving and Loan Association, dated April 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1023, folio 268, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958 at 11:30 A. M.

All that lot of ground with improvements thereon, in the Fifth Election District, known and designated as Lot No. 2, Block 13 on the Plat of Glenmore, Section 3, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1 Plat 6 (now in Plat Book 22, folio 35.) The improvements thereon are known as No. 302 Shipley Avenue. Being the same lot conveyed to said Ernest Lynwood Sawyer, Jr. and wife by Rowill Title Holding Corporation by Deed of Assignment recorded in Liber G.T.C. No. 1023, folio 266.

Subject to an annual ground rent of $90 payable half—yearly on the 30th days of April and October. Subject also to pole agreement recorded in Liber J. H. H. No. 635, folio 61 and also to legal operation and effect of restrictions recorded in deed dated June 26, 1942 in Liber J. H. H. No. 266, folio 202.

IMPROVEMENTS: One and one-half story frame dwelling with basement; 4 rooms and bath; hot air, gas fired heat; together with whatever personal property covered by the mortgage which may be on the premises.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-26

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 86

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Ernest Lynwood Sawyer, Jr.

12.932

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of November, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Thomas Tate

FILED
1958 DEC.
DEC -3 AM 11:59

Mortgagee and Attorney's Bond.

US 1-369

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

LIBER 116 PAGE 87
LIBER 9 PAGE 478

Equity No. 12,932

Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - ($9,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of November in the year nineteen hundred and fifty-eight.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife to Fraternity Federal Savings & Loan Association, a body corporate bearing date the 30th day of April nineteen hundred and fifty-six. and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1023, Folio 268, and William C. Rogers

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Herbert C. Moore

Attest: HERBERT C. MOORE

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman, Vice-President

Attest: G. Lee Burgess, Assistant Secretary

1958 NOV 28 PM

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ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building, Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Leasehold Property

SITUATE AT GLENMORE, FIFTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, to Fraternity Federal Savings and Loan Association, dated April 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1023, folio 268, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958

AT 11:30 A.M.

All that lot of ground with improvements thereon, in the fifth Election District, known and designated as Lot No. 2, Block 13 on the Plat of Glenmore, Section 3, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-1 Plat 6 (now in Plat Book 22, folio 35). The improvements whereon are known as No. 302 Shipley Avenue. Being the same lot conveyed to said Ernest Lynwood Sawyer, Jr. and wife by Rowill Title Holding Corporation by Deed of Assignment recorded in Liber G. T. C. No. 1023, folio 266.

Subject to an annual ground rent of $90 payable half-yearly on the 30th days of April and October. Subject also to pole agreement recorded in Liber J. H. H. No. 635, folio 61 and also to legal operation and effect of restrictions recorded in deed dated June 26, 1942 in Liber J.H.H. No. 266, folio 202.

IMPROVEMENTS: One and one-half story frame dwelling with basement; 4 rooms and bath; hot air, gas fired heat; together with whatever personal property covered by the mortgage which may be on the premises.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland

FILED
1958 DEC -6 AM 11:35

LIBER 116 PAGE 89 Equity No. 12,932

I hereby certify that I have this 29th day of November, 1958, sold the within described property to Fraternity Federal Savings and Loan Association at and for the sum of Eight Thousand Seven Hundred Dollars ($8,700.00) it being at that figure the highest bidder therefor, and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings amdLoan Association has on November 29th, 1958, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Eight Thousand, Seven Hundred Dollars ($8700) and hereby agree s to comply with the terms of sale as set forth on the reverse side hereof.

Atty. for Fraternity Fed. Sav. & Ln. Assn

FILED

1958 DEC -6 AM 11:35

LIBER 116 PAGE 90

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
ERNEST LYNWOOD SAWYER, JR. and	*	ANNE ARUNDEL COUNTY
BETTY LOU SAWYER, his wife	*	Equity No. 12,932

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 302 Shipley Avenue, Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette , a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, November 29, 1958, at 11:30 A.M. attend at the Court House Door, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the sum of $8,700.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 1st day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

FILED
1958 DEC -6 AM 11:35

12

WINSON G. GOTT JR.
Attorney
Lee Building, Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

SITUATE AT GLENMORE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Ernest Lynwood Sawyer, Jr. and Betty Lou Sawyer, his wife, to Fraternity Federal Saving and Loan Association, dated April 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1023, folio 268, default having occurred thereunder, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door. Church Circle, Annapolis, Maryland, on

Saturday, Nov. 29, 1958
at 11:30 A. M.

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Subject to an annual ground rent of $90 payable half—yearly on the 30th days of April and October. Subject also to pole agreement recorded in Liber J. H. H. No. 635, folio 61 and also to legal operation and effect of restrictions recorded in deed dated June 26, 1942 in Liber J. H. H. No. 266, folio 202.

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TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore 2, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-26

ORDER NISI

LIBER 116 PAGE 92

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

ERNEST LYNWOOD SAWYER, JR. and
BETTY LOU SAWYER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,932 Equity

Ordered, this 6th day of December, 1958, That the sale of the Property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $8,700.00

True Copy, George T. Cromwell Clerk.

FILED 1958 DEC 6 AM 11:35 TEST: Clerk.

(Final Order)

WILLIAM C. ROGERS, Attorney
Named in Mortgage

versus

ERNEST LYNWOOD SAWYER, JR. and
BETTY LOU SAWYER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 JAN 13 PM 1:10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 93

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,932 Equity

WILLIAM C. ROGERS,
Attorney Named in Mortgage
VERSUS
ERNEST LYNWOOD SAWYER, JR. and
BETTY LOU SAWYER, his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $8,700.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12932

Ernest Lynwood Sawyer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 2107 1959 JAN -7 AM 9:49 By Marie Tate

14

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Ernest Lynwood Sawyer, Jr.,
and
Betty Lou Sawyer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,932 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

January 30, 1959

FILED
1959 FEB -4 PM 2:32

15

Dr. in ac.

William C. Rogers, Attorney named in Mortgage vs. Ernest Lynwood Sawyer, Jr., and Betty Lou Sawyer, his wife

To Attorney for fee, viz:	100	00		
To Attorney for Commissions, viz:	292	88	392	88
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	13	50	52	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	58		
U. S. Casualty Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Herbert C. Moore - notary fees	2	00	122	48
To Attorney for Ground Rent, viz: Semi-annual ground rent of $45.00 due 4/30/59 - 29 days	7	25	7	25
To Fraternity Federal Savings and Loan Ass'n, mortgagee - this balance on account mortgage claim	8,256	44	8,256	44
			8,831	80
Amount of mortgage claim filed	9,448	23		
Cr. Amount allowed above	8,256	44		
Balance subject to decree in personam	1,191	79		

with

William C. Rogers, Attorney named in Mortgage

Cr.

1958						
Nov.	29	Proceeds of Sale	8,700	00		
		Interest on deferred payment of $8,200.00 - 1 month 16 days	62	86	8,762	86
		Refund 1958 State and County taxes- 1 month 1 day	8	94	8	94
		Rent collected (Order 12/12/58)	60	00	60	00
					8,831	80

ORDER NISI LIBER 116 PAGE 97

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

William C. Rogers,

Attorney named in Mortgage

VERSUS

Ernest Lynwood Sawyer, Jr.,

and

Betty Lou Sawyer, his wife

No. 12,932 Equity.

1959 FEB -4 PM 2:32

FILED

ORDERED, This 4th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 17 PM 1:32

Benjamin Michaelson

Judge

18

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 98

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed Order Nisi-Aud. Acct. Eq 12932

Ernest Lynwood Sawyer, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,932 Equity
WILLIAM C. ROGERS,
Attorney Named in Mortgage
versus
ERNEST LYNWOOD SAWYER, JR., and
BETTY LOU SAWYER, his wife

Ordered, this 4th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
F-26

FILED

No. M.G. 64989 MAR-4 PM 1:43

19

ANNE ARUNDEL COUNTY WELFARE BOARD, Annapolis, Maryland,	*	IN THE CIRCUIT COURT FOR
Petitioner	*	ANNE ARUNDEL COUNTY
Vs:	*	
LINA ADELINE MABE, 24607 Valley Street, East Detroit, Michigan	*	NO. 12,348 EQUITY
AND	*	
ADA BLANCHE MABE COPUS and DANIEL COPUS, her husband, 24607 Valley Street, East Detroit, Michigan,	*	
SURVIVING HEIRS OF LEWIS L. MABE, DECEASED	*	
AND	*	
THE UNKNOWN HEIRS, ADMINISTRATOR OR EXECUTOR OF THE ESTATE OF LEWIS L. MABE, DECEASED,	*	
Respondents	*	

****

CREDITOR'S BILL FOR SALE OF DECEASED DEBTOR'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, ANNE ARUNDEL COUNTY WELFARE BOARD, by Marvin I. Anderson and Malcolm B. Smith, its attorneys, suing for itself and for all other creditors of Lewis L. Mabe, late of Anne Arundel County, Deceased, who will come in and contribute to the expenses of this suit, complaining says:

1. That your Orator is a creditor of the late Lewis L. Mabe, Deceased, for old age assistance benefits rendered to him in his lifetime in the total amount of One Thousand, Three Hundred, and Eighty-Six Dollars and Thirty-two Cents ($1,386.32), as is more particularly shown in the statement of account attached hereto marked Petitioner's Exhibit No. 1, and which is prayed to be taken as a part hereof.

2. That the said Lewis L. Mabe, being so indebted as aforesaid unto your Orator and unto divers other persons, died intestate on the 24th day of September, 1956, leaving personal estate insufficient to pay his just debts,

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1957 SEP 30 AM 11:19

and leaving surviving him, his wife, the Respondent, Lina Adeline Mabe, and one daughter, the Respondent, Ada Blanche Mabe, who has since inter-married with Daniel Copus, all of whom are non-residents of this State, and who are believed to be the only heirs at law of the said Lewis L. Mabe.

3. That the said Lewis L. Mabe died seized and possessed in fee simple of certain improved real estate located in the First Election of Anne Arundel County, Maryland, and more particularly described in the following Deeds:

a. Deed from Almira S. White and Patrick J. White dated September 17, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 245, Folio No. 182.

b. Deed from Almira S. White and Patrick J. White dated January 14, 1942, and recorded among the said Land Records in Liber J.H.H. NO. 261, Folio No. 491.

c. Deed from Almira S. White and Patrick J. White dated November 18, 1942, and recorded among the said Land Records in Liber J.H.H. No. 270, Folio No. 498;

that a certified copy of each of the said Deeds is attached hereto marked Petitioner's Exhibits No. 2, 3, and 4, respectively, and prayed to be taken as a part hereof.

4. That no letters of administration have been granted by the Orphans' Court of Anne Arundel County upon the estate of the said Lewis L. Mabe, and no application has been made by anyone for said letters of administration.

WHEREFORE, it is respectfully prayed:

1. That the aforementioned real estate of Lewis L. Mabe, Deceased, may be sold for the payment of the aforesaid debt of the decedent contracted during his lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

2. That Marvin I. Anderson and Malcolm B. Smith, be appointed Trustees by this Honorable Court to make the sale of said property.

3. That notice be given to all creditors of the said Lewis L. Mabe, Deceased, to file their duly authenticated claims herein.

4. And for such other and further relief as the case may require.

2

MAY IT PLEASE YOUR HONOR to grant unto your Orator the Order of Publication giving notice to the said Lina Adeline Mabe, Ada Blanche Mabe Copus and Daniel Copus, of the State of Michigan, and the unknown heirs, administrator or executor of the estate of the said Lewis L. Mabe, Deceased, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, etc.

Marvin I. Anderson
20 West Street
Annapolis, Maryland
Telephone: Colonial 3-2901

Malcolm B. Smith
88 State Circle
Annapolis, Maryland
Telephone: Colonial 8-3591

Attorneys for Petitioner

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 30 day of September, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ESTHER HOLAHAN, Director of the Anne Arundel County Welfare Board, and she made oath in due form of law that the matters and facts set forth in the aforegoing Creditor's Bill are true and correct to the best of her knowledge and belief.

Esther Holahan,
Director,
Anne Arundel County Welfare Board

AS WITNESS my hand and Notarial Seal:

Alice L. Woods
Notary Public

3

No. 12,348
Equity

LIBER 116 PAGE 102

Annapolis, Maryland
May 15, 1957

Estate of LEWIS L. MABE
Edgewater, Maryland

To County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) $1,386.32

FILED
1957 SEP 30 PM 1:46

4

Petitioner's Exh. 1

T. C. 12, 348
Equity

No Stamps Required P. J. White

NO TITLE EXAMINATION MADE

THIS DEED, made this 17th day of September, 1941, by and between ALMIRA S. WHITE and PATRICK J. WHITE, her husband, of the first part, and LEWIS MABE, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said LEWIS MABE, his heirs and assigns, in fee simple, the following-described property:

ALL those two lots of ground situate, lying and being in the First Election District of Anne Arundel County aforesaid and described as follows, that is to say:

BEING Lots Nos. 3086 and 3087, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Second Map of Woodland Beach, District Number One, Anne Arundel County, Maryland, "Sheet No. 1, and filed among the Plat Records of Anne Arundel County aforesaid in Plat Book F. S. R. No. 3, folio 24.

BEING part of the same property which was conveyed to the said Almira S. White by Florence E. Davis by deed dated September, 1941, and recorded among the Land Records of Anne Arundel County aforesaid immediately prior hereto.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said LEWIS MABE, his heirs and assigns, in fee simple, subject, however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants more fully set forth in a deed from Warren Smadbeck and wife to Florence E. Davis dated August 25, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 167, folio 465.

Filed
1957 - Sep. 30 A.M. 11:20 Petitioner's Ex. 2

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed, that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS:

Grace E. Roth as to	Almira S. White	(SEAL)
Grace E. Roth as to	Patrick J. White	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALMIRA S. WHITE and PATRICK J. WHITE, her husband, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Grace E. Roth
Notary Public

Recorded 17" day of September 1941, at 10-30 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a DEED as recorded in Liber J.H.H. No. 245, Folio 182, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of September, A.D., 1957.

George T. Cromwell, Jr.

George T. Cromwell, Clerk

Examiner's Exhibit No 2
Welfare Board v. Make, et al Equity No 12,348
John S. Rouse L. Exam

Re-filed as Examiner's Exhibit No 2
4/17/58
John S. Rouse Jr Exam

refiled Nov. 25, 1957

FILED
1957 SEP 30 AM 11:20

7

(NO TITLE EXAMINATION MADE)

THIS DEED, made this 14th day of January, 1942, by and between ALMIRA S. WHITE and PATRICK J. WHITE, her husband, of the first part, and LEWIS MABE, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said LEWIS MABE, his heirs and assigns, in fee simple, all that lot of ground situate, lying and being in the First Election District of Anne Arundel County, aforesaid and described as follows:

BEING Lot No. 3088, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled, "Second Map of

Filed
1957 Sep. 30 A.M. 11:20

Petitioner's Exh 3
Refiled Nov. 20 -
1957

No. 12,348 Equity

92

J. H.H. #261.

Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 24.

BEING part of the same property which was conveyed to the said Almira S. White by Florence E. Davis, widow, by deed dated September 12, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No.245, folio 181.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended tobe conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said LEWIS MABE, his heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenent that they have not done or suffered tobe done any act, matter or thing whatsoever to encumber the property hereby conveyed, that they willwarrant spcially the property granted and that they willexecute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS: ALMIRA S. WHITE (SEAL)

GRACE E. ROTH PATRICK J. WHITE (SEAL)

AS TO BOTH

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of January, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid,personally appeared ALMIRA S. WHITE and PATRICK J. WHITE, her husband, the within named grantors, and acknowledged the foregoing deed tobe their deed and act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) GRACE E. ROTH

NOTARY PUBLIC

Recorded- 18th-July-1942-at-10-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a DEED as recorded in Liber J.H.H. No. 261, Folio 491, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of September, A.D., 1957.

George T. Cromwell, Clerk

Examiner's Exhibit No 3
Welfare Board v. Moke, et al Equity No 12,348
John S. Rowe Jr. Exam -
Refiled as Examiner's Exhibit No 3
4/17/58
John S. Rowe Jr.
Exam

FILED
1957 SEP 30 AM 11:21

Refiled -Nov. 25, 1957

10

No. 12,348 Equity

NO STAMPS REQUIRED. P.J.WHITE. NO TITLE EXAMINATION MADE.

THIS DEED, made this 18th day of November, 1942, by and between ALMIRA S. WHITE and PATRICK J. WHITE, her husband, of the first part, and LEWIS MABE, of the second part, all of Anne Arundel County, and State of Maryland, WITNESSETH:

Filed 1957-Sep. 30th A.M. 11:21 Petitioner's Ex 4

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said LEWIS MABE, his heirs and assigns, in fee simple, all those two lots of ground situate, lying and being in the First Election District of Anne Arundel County, aforesaid and described as follows; subject, however, to the restrictions hereinafter mentioned

BEING Lots Nos. 3089 and 3090, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled; "Second Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Plat Book F.S.H. No. 3, folio 24.

BEING part of the same property which was conveyed to the said Almira S. White by Florence E. Davis, widow, by deed dated September, 12, 1941, and recorded among the Land Records of Anne Arundel County aforesaid in Liber J.H.H. No. 245, folio 181.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said LEWIS MABE, his heirs and assigns, in fee simple, subject however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants more fully set forth in a deed from Warren Smadbeck and wife to Florence E. Davis dated August 25, 1937, and recorded among the Land Records of Anne Arundel County aforesaid in Liber F.A.M. No. 167, folio 465.

AND the said parties of the first part hereby covenant that they have nor done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS:

GRACE E. ROTH AS TO ELMIRA S. WHITE (SEAL)

GRACE E. ROTH AS TO PATRICK J. WHITE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALMIRA S. WHITE and PATRICK J. WHITE, her husband, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

GRACE E. ROTH

NOTARY PUBLIC

Recorded - 23rd November, 1942, at 11:15 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a DEED as recorded in Liber J.H.H. No. 270, Folio 498, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of September, A.D., 1957.

George T. Cromwell, Clerk

Examiner's Exhibit No 4
Welfare Board v. Wake, et al. Equity No 12,348
John S. Rowe Jr. Exam.
Refiled as Examiner's Exhibit No 4
4/17/58
John S. Rowe Jr. Exam.

FILED
1957 SEP 30 AM 11:21

13

LIBER 116 PAGE 112

No. 12,348 Equity

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

ORDER OF PUBLICATION

Anne Arundel County Welfare Board versus Lina Adeline Mabe, Widow, and Ada Blanche Mabe Copus and Daniel Copus, her husband, heirs of Lewis L. Mabe, Deceased, and the unknown heirs, administrator, or executor of the estate of the said Lewis L. Mabe, Deceased. In the Circuit Court for Anne Arundel County, No. Equity.

The object of this suit is to procure a decree for the sale of certain property in the First Election District of Anne Arundel County, State of Maryland, belonging to the late Lewis L. Mabe, Deceased. The Bill states that the said Lewis L. Mabe, Deceased, was indebted to the Petitioner, the Anne Arundel County Welfare Board, for old age assistance benefits rendered to him in his lifetime in the amount of One Thousand, Three Hundred, and Eighty-Six Dollars and Thirty-Two Cents ($1,386.32); that being so indebted to the Petitioner and to other persons, the said Lewis L. Mabe died intestate on the 24th day of September, 1956, leaving insufficient personal estate to pay his just debts, and leaving surviving him as his only known heirs, his widow, Lina Adeline Mabe and one daughter, Ada Blanche Mabe Copus. That no letters of administration have been granted by the Orphans' Court of Anne Arundel County on the estate of the said Lewis L. Mabe, and no application has been made for such letters of administration. That the said Lina Adeline Mabe, Widow, and Ada Blanche Mabe Copus and Daniel Copus, her husband, are non-residents of this State.

It is thereupon, this 30th day of Sept., 1957, by the Circuit Court for Anne Arundel County, ORDERED; That the Petitioner, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 4th day of Nov., 1957, give notice to the said absent Defendants, and the unknown heirs, administrator or executor of the estate of Lewis L. Mabe, Deceased, of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 19th day of Nov., 1957, next, and file their plea, answer or other defense within fifteen (15) days thereafter.

George T. Cromwell

Clerk.

FILED
1957 SEP 30 AM 11:21

14

ANNE ARUNDEL COUNTY WELFARE BOARD, Petitioner	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Vs.	*	
LINA ADELINE MABE	*	No. 12,348 Equity
and	*	
ADA BLANCHE MABE COPUS	*	
and	*	
SURVIVING HEIRS OF LEWIS L. MABE, DECEASED	*	
and	*	
THE UNKNOWN HEIRS, ADMINISTRATOR OR EXECUTOR OF THE ESTATE OF LEWIS L. MABE, DECEASED, Respondents	*	NO.12,348 EQUITY

****

TESTIMONY ON BEHALF OF PETITIONER

Present:

Mr. Malcolm B. Smith, Solicitor for Petitioner

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

James C. Mabe, pages 2 - 7.

Theodore H. Mabe, pages 8 - 11.

FILED

1957 NOV 25 PM 3:12

14

James C. Mabe, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. State your full name and address, please.

A. James C. Mabe, Route 3, Box 155, Richmond, Virginia.

2. Now, are you related to Lewis L. Mabe?

A. I'm his brother.

3. Do you know when Lewis Mabe died?

A. I don't remember the exact date, it was a year ago.

4. Was it September the 24th, 1956?

A. That's right.

5. And at the time of his death was he married, do you know?

A. No, he was not married.

6. He was not married?

A. No.

7. Do you know Lina Adeline Mabe?

A. Yes sir, I've known her years before, but I haven't

8. saw her in about forty years.

8. Was she at one time married to Lewis Mabe?

A. In 1906 they was married.

9. They were married in 1906?

A. Yes.

10. Were there any children born of that marriage?

A. One.

11. And what is her name?

A. Blanche.

12. Is that Ada Blanche Mabe Copus?

A. That's right.

13. And she is now married to Daniel Copus, is that correct?

A. That's right.

14. Is Lina Adeline Mabe still living?

A. Yes.

15-

15. But you say she's no longer married to Lewis Mabe? Were they divorced?

A. They were divorced.

16. Do you know where they were divorced?

A. Well, it was either in Pulaski County or Grearson County, I would think, I don't know, but they lived in both counties.

17. In Virginia?

A. In Virginia; they were separated in Pulaski County, I do know that.

18. And that was in about 1908?

A. 1908.

19. Now, did Mr. Lewis Mabe re-marry?

A. Yes, he remarried, as I understand it, ir Bluefield, West Virginia, around 1920 sometime.

20. Now, what happened to the second wife?

A. She and the child both died within about a month.

21. He had a second child by this second marriage?

A. That's right.

22. And both his wife and this child of the second marriage died?

A. They both died.

23. And what year was that?

A. Well, now, I don't know the date of that.

24. Well, approximately?

A. Well, I would say it was along about 1925.

25. Well, then at the present time the only surviving heir of Lewis Mabe is Ada Blanch Mabe Copus, is that correct?

A. That's right.

26. And do you know where Ada is living now?

A. She lives in East Detroit, Michigan.

27. Did she ever live with Lewis Mabe after her birth?

16 A. After 1908 she never lived with him. 3

28. And I believe you said that she had agreed to assign any interest that she might have in this property over to you, is that correct?

A. That's correct.

29. Has that assignment been made?

A. No.

30. But as far as you know it's still her intention to make that assignment?

A. It's still her intention.

31. Now, at the time your brother died last year, did he leave a Will?

A. Not that we could find.

32. Has there been any administration upon his estate through the Orphan's Court?

A. No.

33. Did he leave any personal property, any money or personal property?

A. No, he didn't leave any money or personal property.

34. Who took care of his burial expenses?

A. I did.

35. You paid his burial expenses?

A. I paid his burial expenses.

36. What was the amount?

A. The total amount that I paid for the lot and the funeral was Two Hundred and Eighty Five Dollars ($285.00).

37. Were there any other expenses in connection with his burial?

A. Well, I furnished the clothes and of course other odds and ends, I don't know just exactly what it was other than that.

38. Well, are you making a claim in this proceeding for the amount of the funeral expenses?

A. I'm making it for the amount of the funeral expenses; I paid a few other expenses for him, all I would

claim in all would amount to about Four Hundred Dollars ($400.00).

39. And you have receipted bills for these amounts?

A. Yes, I have receipted bills.

40. Do you wish to file those receipted bills in this proceeding?

A. Yes, I'd like to file just one, it would be in amount of a Hundred Dollars ($100.00) for his teeth I had fixed at Richmond, I came and got him.

(LEAVE RESERVED TO FILE RECEIPTED BILLS FOR FUNERAL EXPENSES AND OTHER EXPENSES PAID BY MR. JAMES MABE AT THE DEATH OF LEWIS MABE AND SHORTLY PRIOR THERETO, MARKED EXAMINER'S EXHIBIT NO.1)

41. Now, when Mr. Lewis Mabe died in 1956, did he own any property?

A. Well, he owned a small cottage, I don't know whether it was three lots or two lots, it's one or the other, I mean the lots are right with the cottage.

42. The Land Records in Anne Arundel County show that he owned four small lots at Woodland Beach, they're Lots 3086, 3087, 3088, 3089, and 3090, would you be able to testify that he owned those lots at the time of his death?

A. No, just the property where the house is at, he sold the other lots, that's what he told me before he went on the relief, that was a condition or something that he had.

43. Well, now, he owned some other lots down there too. Did he also own Lots 153, 154, 155, 156 and 157, which he did, according to the Land Records, convey away? Now, could you say that those were the lots that he conveyed away and these remaining lots comprised the property that he owned when he died, upon which there is this cottage?

A. Well, I only know that he sold, at one time he sold four

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or five lots, as I understood. Now, these other lots, other than where his property is, I didn't know of them at all.

(CERTIFIED COPY OF DEED DATED SEPTEMBER 17, 1941, FROM ALMIRA S. WHITE AND PATRICK J. WHITE, HER HUSBAND, TO LEWIS MABE, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(CERTIFIED COPY OF DEED DATED JANUARY 14, 1942, FROM ALMIRA S. WHITE AND PATRICK J. WHITE, HER HUSBAND, TO LEWIS MABE, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(CERTIFIED COPY OF DEED DATED NOVEMBER 18, 1942, FROM ALMIRA S. WHITE AND PATRICK J. WHITE, HER HUSBAND, TO LEWIS MABE, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

44. You knew that the Anne Arundel County Welfare Board was caring for Mr. Mabe prior to his death?

A. Oh, yes, they were having difficulty getting his social security and I came up here and I got them the information to get that, it was delayed about two years.

*****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer... No .....

Signature... James C Mabe .....

Theodore H. Mabe, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. Would you state your name and address?

A. Theodore H. Mabe, Box 131, Pasadena, Maryland, Route 6, Sunset Beach.

2. Are you related to Lewis L. Mabe?

A. Yes sir, I'm his brother.

3. And do you know when he died?

A. Well, approximately I know the date, but I don't know the date right off, but it was the same date that my brother gave.

4. September the 24th, 1956?

A. That's right.

5. Did he leave a Will?

A. Not as we know of.

6. Has there been any administration upon his estate?

A. None at all on the administration part of it, ever since his death.

7. Did he leave any personal property?

A. None as I know of.

8. At the time of his death was he married?

A. No sir.

9. Was he at one time married to Lina Adeline Mabe?

A. Yes.

10. Were they divorced?

A. They were divorced.

11. Do you know when and where?

A. Approximately when I was around about eight years old, at the time.

12. What date would that be, what year?

A. That was around about 1906 somewhere.

13. Were there any children born of the marriage?

A. They had one child.

14. Is that Ada Blanche Mabe Copus?

A. Yes.

15. She is now married to Daniel Copus?

A. Yes.

16. And lives in East Detroit, Michigan?

A. That's right.

17. Now, did he subsequently remarry after his divorce from Lina?

A. Yes.

18. Do you know who and where?

A. I don't know the name of the lady that he married, but he married around in Bluefield, Virginia, and then they had this one child and she died at the birth of the child.

19. Did the child also die?

A. That's right.

20. So both the second wife and the child of the second marriage are both dead?

A. Yes.

21. Then so far as you know the only surviving heir of Lewis Mabe is Ada Blanche Mabe Copus, is that correct?

A. Yes.

22. Do you know whether or not Lewis Mabe owned any property at the time of his death?

A. Yes, he owned property at Woodland Beach.

23. Are those the lots that were discussed by your brother in his testimony?

A. Yes sir.

24. Shown by the deeds that have been placed in evidence as Exhibits?

A. Yes sir.

(Mr. Rouse)

1. He only had two children, is that right?

A. That's right.

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2. During his lifetime, and one of those died, and the only one living is Mrs. Copus?

A. That's correct.

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..No.....

Signature..Theodore H. Mabe.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 25th day of November, 1957.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00

I.H. $10.00

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Order Of Publication

Anne Arundel County Welfare Board versus Lina Adeline Mabe, Widow, and Ada Blanche Mabe Copus and Daniel Copus, her husband, heirs of Lewis L. Mabe, Deceased, and the unknown heirs, administrator, or executor of the estate of the said Lewis L. Mabe, deceased. In the Circuit Court for Anne Arundel County, No. 12348 Equity.

The object of this suit is to procure a decree for the sale of certain property in the First Election District of Anne Arundel County, State of Maryland, belonging to the late Lewis L. Mabe, Deceased. The Bill states that the said Lewis L. Mabe, Deceased, was indebted to the Petitioner, the Anne Arundel County Welfare Board, for old age assistance benefits rendered to him in his lifetime in the amount of One Thousand, Three Hundred, and Eighty-Six Dollars and Thirty-Two Cents ($1,386.32); that being so indebted to the Petitioner and to other persons, the said Lewis L. Mabe died intestate on the 24th day of September, 1956, leaving insufficient personal estate to pay his just debts, and leaving surviving him as his only known heirs, his widow, Lina Adeline Mabe and one daughter, Ada Blanche Mabe Copus. That no letters of administration have been granted by the Orphans' Court of Anne Arundel County on the estate of the said Lewis L. Mabe, and no application has been made for such letters of administration. That the said Lina Adeline Mabe, Widow, and Ada Blanche Mabe Copus and Daniel Copus, her husband, are non-residents of this State.

It is thereupon, this 30th day of September, 1957, by the Circuit Court for Anne Arundel County, ORDERED; That the Petitioner, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 4th day of November, 1957, give notice to the said absent Defendants, and the unknown heirs, administrator or executor of the estate of Lewis L. Mabe, Deceased, of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 19th day of November, 1957, next, and file their plea, answer or other defense within fifteen (15) days thereafter.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
O-24

LIBER 116 PAGE 125 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1957

We hereby certify, that the annexed

Order of Publication

Eq. 12348

Lina Adeline Mabe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of November, 1957. The first insertion being made the 3rd day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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LIBER 116 PAGE 126

ANNE ARUNDEL COUNTY WELFARE BOARD	+	IN THE CIRCUIT COURT FOR
Petitioner	+	ANNE ARUNDEL COUNTY
Vs:	+	NO. 12,348 EQUITY
LINA ADELINE MABE, et al	+	
Respondents	+	
	+	

++++++++++++

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, ANNE ARUNDEL COUNTY WELFARE BOARD, by its attorneys, Marvin I. Anderson and Malcolm B. Smith, respectfully shows:

FIRST: That the Respondents, LINA ADELINE MABE, ADA BLANCHE MABE COPUS and DANIEL COPUS, her husband, and the unknown heirs, administrator or executor of the estate of Lewis L. Mabe, Deceased, having been given notice by publication, published pursuant to an order of this Honorable Court, warning the said Respondents to appear in person or by their solicitor and file their plea, answer or other defense within fifteen (15) days after November 19, 1957, have failed to appear, answer or plead to the Bill of Complaint.

SECOND: That a copy of the Bill of Complaint and the said Order of Publication was mailed to the said LINA ADELINE MABE, ADA BLANCHE MABE COPUS, and DANIEL COPUS, her husband, by registered mail, the receipt for which, and the receipt showing delivery of the same, being attached hereto.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order allowing the Bill of Complaint to be taken pro confesso as against such Respondents, and that this cause may be proceeded with ex parte as against them.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioners

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MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

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+ + ORDER OF COURT + +

It appearing from the proceedings in this cause that the Order of Publication passed herein, having been duly published according to the terms thereof, warning the Respondents, LINA ADELINE MABE, ADA BLANCHE MABE COPUS and DANIEL COPUS, her husband, and the unknown heirs, administrator or executor of the estate of Lewis L. Mabe, Deceased, to appear and file their defense herein within fifteen (15) days after the 19th day of November, 1957, and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed, it is thereupon, this 9th day of December, 1957, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ADJUDGED, ORDERED AND DECREED: That the said Bill of Complaint filed herein, be, and the same is hereby, taken pro confesso as against the said Respondents, and that this cause be proceeded with ex parte as against them.

Matthew S. Pr[illegible]

Judge

No. 241349

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO Mr. Daniel Copus
Mrs. Blanche Copus
Mrs. Lina Mabe

STREET AND NO. 24607 Valley St.

CITY AND STATE East Detroit, Michigan

If you want a return receipt, check which
☐ 7¢ shows to whom and when delivered
☐ 31¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 20¢ fee

POSTMARK OR DATE
ANNAPOLIS OCT 4 1957 MD.

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)
☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE
X [illegible]

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)

3. DELIVERY DATE
16-7-1957

4.

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

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LIBER 116 PAGE 128

ANNE ARUNDEL COUNTY WELFARE BOARD	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
LINDA ADELINE MABE, et al	*	NO. 12,348 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PETITIONER

April 17, 1958

Present:

Mr. Malcolm B. Smith, Solicitor for Petitioner

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Esther H. Holahan, pages 2 - 4.

Eldridge S. Wilkerson, pages 5 - 7.

J. Thomas Hutchins, pages 8 - 10.

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Esther H. Holahan, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. Mrs. Holahan, state your full name and address, please.

A. Mrs. Esther H. Holahan, R.D.4, Annapolis, Maryland.

2. And your occupation?

A. Director of the Anne Arundel County Welfare Board?

3. Did Lewis L. Mabe receive assistance from the Welfare Board during his lifetime?

A. Yes, he did.

4. What was the amount received?

A. One Thousand Three Hundred and Eighty Six Dollars and Thirty Two Cents ($1,386.32).

5. Has that ever been repaid?

A. It has not.

6. When and where did Mr. Mabe die?

A. Mr. Mabe died September 24th, 1956, at Edgewater, Maryland.

7. Did he leave a Will?

A. Not that we were aware of.

8. Did he leave any personal estate?

A. None.

9. Give us the names and addresses of the heirs of Lewis L. Mabe?

A. We understand that his wife is still alive, but we do not know her name, however, her name could be obtained from Mr. Mabe's daughter. The only heir whose name we know is his daughter, his only child, Mrs. Ada Blanche Copus, 24607 Valley Street, East Detroit, Michigan.

10. Have you corresponded with Ada Blanche Copus?

A. Yes, we did.

11. I hand you a letter and ask you if you recognize that as the signature of Ada Blanche Copus?

A. Yes, I do.

(LETTER FILED HEREWITH MARKED EXAMINER'S EX.1)

12. Ada Blanche Copus is above the age of 21, is she not?

A. Yes, she is.

13. Now, at the time of his death did Lewis L. Mabe own any real estate?

A. Yes, he did, a house and land assessed at Six Hundred and Twenty Five Dollars ($625.00) in the First District on Longwood Road at Woodland Beach, five lots and improvements in Woodland Beach.

14. Now, is that the property described first in a deed from Almira S. White and Patrick J. White, dated September 17th, 1941, and recorded in J.H.H. 245, folio 182; secondly, in a deed from Almira S. White and Patrick J. White, dated January 14th, 1942, recorded in J.H.H. No. 261, folio 491; and a deed from Almira S. White and Patrick J. White dated November 18, 1942, and recorded in Liber J.H.H. 270, folio 498?

A. Yes, it is.

(PHOTSTAT COPY OF DEED DATED September 17th, 1941 FILED HEREWITH MARKED EXAMINER'S EX. 2)

(PHOTSTAT COPY OF DEED DATED JANUARY 14, 1942, FILED HEREWITH MARKED EXAMINER'S EX.3)

(PHOTSTAT COPY OF DEED DATED NOVEMBER 18, 1942, FILED HEREWITH MARKED EXAMINER'S EX.4)

*****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..... No .....

Signature..... Esther H. Halahan .....

Eldridge S. Wilkerson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. State your full name and address, please.

A. Eldridge S. Wilkerson, Tracy's Landing, Maryland.

2. Your occupation?

A. Assistant Supervisor of Assessments.

3. How long have you been engaged in assessing property in Anne Arundel County?

A. About six years.

4. How long have you been a resident of Anne Arundel County?

A. Forty Seven years.

5. Are you familiar with property values in Anne Arundel County?

A. I am.

6. Particularly, at Woodland Beach?

A. Yes.

7. Did you examine and make an appraisal of the property involved in this case belonging to Lewis L. Mabe, deceased, and described in the three deeds filed as Examiner's Exhibits 2,3,and 4?

A. I did.

8. Describe the property, please.

A. These are Lots 3086, 3087, 3088, 3089, and 3090, Woodland Beach, First District, located on Longwood Road. They are improved by a very cheap cottage with a rolled roof, block foundation, and a small cellar, and has asbestos siding. The cottage itself is 12 x 18 with an 8 x 12 addition on the front. It's in very poor condition also caused by vandalism, doors were open, windows were broken and it's been almost demolished on the inside. We figured the cottage to be worth new Fourteen Hundred and Sixty

Four Dollars, but due to the condition of it we came up with a market value of Four Hundred andForty Dollars. Now, good lots in this area are selling for Two Hundred Dollars a lot, but these lots have a bad condition in the rear of the lots so we allowed 25% depreciation on the lots making the ground worth Seven Hundred and Fifty Dollars, giving a market value of Eleven Hundred and Ninety Dollars ($1190.00).

9 Is this property susceptible of partition and sale separately?

A It could be.

10 How would that be done, each lot sold separately?

A These are 20 foot lots, they would have to be sold two lots in a group to be of any value.

11 So that you might sell two lots together and the other three lots together?

A That's right.

12 Well, now, where is the dwelling located on the lots, is it located on anyone lot or two lots together?

A Well, it's located in the center of the five lots, you'd have to have a survey to determine which lots the dwelling is located on.

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer. No.....

Signature Eldridge S. Wilkerson.....

J. Thomas Hutchins, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. Now, Mr. Hutchins, state your full name and address.

A J. Thomas Hutchins, Dunkirk, Jewel Route, Maryland.

2 And what is your occupation?

A Assessor.

3. How long have you been engaged in that occupation?

A Twelve years.

4 How long have you been a resident of Anne Arundel County?

A Sixty three years.

5. Are you familiar with property values in Anne Arundel County and particularly in Woodland Beach?

A Yes.

6. Have you made an examination and appraisal of the property belonging to the late Lewis L. Mabe described in the three deeds marked Examiner's exhibits 2, 3, and 4?

A Yes.

7 Would you describe that property, please?

A It's a small cottage 12 x 18 with an 8 foot addition on the front, it has asbestos shingles siding, block foundation of concrete foundation, with a part cellar, I imagine, it was used as some kind of a cellar, and it has a rolled composition roof, paper roof. It has no sanitary facilities that we could see.

8 How about the lots themselves?

A It looks as if the house is on the lower two lots, it looks like it's about three lots above the house.

9 How does the land lie?

A The lots in front are very good and the rear part of the lots are very low, they're not good lots.

10 Have you set a value on this property?

A I would say the lots are worth about a Hundred and Fifty

Dollars ($150.00) each, and the house would be about Four Hundred Dollars.

11 So that the total value of the whole property is what?

A About Eleven Hundred and Fifty Dollars ($1150.00).

12 And is the property susceptible of partition and sale separately?

A It would be if it was surveyed to determine where the house is actually located.

13 Do you think it would be more advantageous to sell the lots separately or together with the house?

A Well, I believe, I think it would be better to sell it together.

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....None.....

Signature...J. Thomas Hutchins....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 1st day of May, 1958.

John G. Rouse, Jr., Examiner (SEAL)

John G. Rouse, Jr., Examiner

~~J.R. $10.00~~

I.H. $8.00

LIBER 116 PAGE 139

ANNE ARUNDEL COUNTY WELFARE BOARD	+	IN THE CIRCUIT COURT FOR
Petitioner	+	ANNE ARUNDEL COUNTY
Vs:	+	NO. 12,348 EQUITY
LINA ADELINE MABE, et al	+	
Respondents	+	
	+	

++++++++++++

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon, this 14th day of May, 1958, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREE: That there is due to the ANNE ARUNDEL COUNTY WELFARE BOARD from the estate of Lewis L. Mabe, deceased, the sum of ONE THOUSAND, THREE HUNDRED EIGHTY SIX DOLLARS AND THIRTY-TWO CENTS ($1,386.32) from old age assistance benefits, and that there are no funds or personal estate of said Lewis L. Mabe with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin I. Anderson and Malcolm B. Smith be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceeding shall be as follows:

They shall first file with the Clerk of the Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Twelve Hundred

Dollars ($ 1200.00) conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in these premises.

They shall then proceed to make the sale, having given at least three (3) weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as they shall think proper, of the time, place, manner and terms of sale, which shall be:

A deposit of TEN PER CENT (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of

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MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

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such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either public or private sale, to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any said sale or sales, the Trustees shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property so sold, free and clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit, and such attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity where with they shall appear to have discharged their trust.

And it appearing to the Court that there has been no administration of the estate of Lewis L. Mabe, the Trustees are directed during the time the notice of the sale is published in the newspaper, to give notice to his creditors to file their claim in this Court in the office of the Clerk thereof, within ninety (90) days of the first insertion.

Matthew S. Evans

Judge

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 116 PAGE 141

LIBER 9 PAGE 427

ANNE ARUNDEL COUNTY WELFARE BOARD,	:	NO. 12,348 EQUITY
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
LINA ADELINE MABE, et al.,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

: : : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Malcolm B. Smith, of Annapolis, Anne Arundel County, Maryland, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand two hundred dollars ($1,200.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2 day of October, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden Marvin I. Anderson and Malcolm B. Smith were appointed Trustees by virtue of a decree of the Circuit Court for Anne Arundel County, dated May 14, 1958, to make sale of the property mentioned in the proceedings in the case of Anne Arundel County Welfare Board vs. Lina Adeline Mabe, et al., known as No. 12,348 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson and Malcolm B. Smith do and shall well and faithfully perform the trust reposed in them by said

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decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin I. Anderson (SEAL)

Malcolm B. Smith (SEAL)

Signed, sealed and delivered
in the presence of

NATIONAL SURETY CORPORATION

By: Marvin I. Anderson
Attorney-in-fact

Bond Filed and Approved
This 2 day of October 1958
George F. Cromwell, Clerk.

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MARVIN I. ANDERSON
MALCOM B. SMITH LIBER 116 PAGE 143
Attorneys At Law
Annapolis, Md.

TRUSTEES SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Case No. 12,348 Equity, entitled ANNE ARUNDEL COUNTY WELFARE BOARD versus LINA ADELINE MABE, et al, the undersigned Trustees will sell at public auction at the Court House doors, in Annapolis, on

TUESDAY, OCTOBER 28, 1958

at 11:00 O'CLOCK A.M.

all those lots of ground and improvements lying in the First Election District of Anne Arundel County, Maryland, and known and designated as Lots No. 3086, No. 3087, No. 3088, No. No. 3089, and No. 3090, shown on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County; it being the same property which was conveyed to Lewis L. Mabe from Patrick J. White and wife, by three deeds dated, respectively, September 17, 1941, January 14, 1942, and November 18, 1942, and recorded respectively among the said Land Records, in Liber J.H.H. No. 245, Folio 182, Liber J.H.H. No. 261, Folio 491, and Liber J.H.H. No. 270, Folio 498.

Terms of sale: A deposit of ten percent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by the Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON
MALCOLM B. SMITH
Trustees

GEORGE SCIBLE, Auctioneer

Exhibit No. 1 with Report of Sale

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1958 OCT 28 PM 3:

hh

I, Maurice C. Ogle, hereby certify that I purchased at public auction on the 28th day of October, 1958, from Marvin I. Anderson and Malcolm B. Smith, Trustees, all those Lots or parcels of ground described on the reverse side hereof, at and for the sum of $450.00, of which sum I have this day paid $45.00.

Maurice C. Ogle

I, George W. Scible, hereby certify that I sold at public auction on this 28th day of October, 1958, for Marvin I. Anderson and Malcolm B. Smith, Trustees, to Maurice C. Ogle, all those lots or parcels of ground described on the reverse side hereof, at and for the sum of $450.00, which was at the said sale the highest bid received.

George W. Scible, Auctioneer

FILED
1958 OCT 29 PM 3:37

45

ANNE ARUNDEL COUNTY WELFARE BOARD,	*	NO. 12,348 EQUITY
Petitioner	*	IN THE
vs.	*	CIRCUIT COURT
LINA ADELINE MABE, et al.,	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson and Malcolm B. Smith, Trustees, appointed by the decree in this cause, to make sale of the estate therein mentioned respectfully shows: That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by hand bills set up at the courthouse door and circulated in Anne Arundel County, said advertisement being for more than three successive weeks before the say of sale, they did pursuant to said notice attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, October 28, 1958, at 11:00 o'clock a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All those lots of ground and improvements lying in the First Election District of Anne Arundel County, Maryland, and known and designated as Lots No. 3086, No. 3087, No. 3088, No. 3089, and No. 3090, shown on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County; it being the same property which was conveyed to Lewis L. Mabe from Patrick J. White and wife, by three deeds dated, respectively, September 17, 1941, January 14, 1942, and November 18, 1942, and recorded respectively among the said Land Records in Liber J.H.H. No. 245, Folio 182; Liber J.H.H. No. 261, Folio 491; and Liber J.H.H. No. 270, Folio 498; and sold

FILED

1958 OCT 29 PM 3:37

46

the same to Maurice C. Ogle at and for the sum of Four hundred fifty dollars ($450.00), he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of auctioneer marked "Exhibit No. 1 with Report of Sale" as filed herewith.

All of which is respectfully submitted.

Marvin I. Anderson

Malcolm B. Smith

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of October, in the year Nineteen hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson and Malcolm B. Smith, Trustees, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

Donna Jean Leonard
Notary Public

DONNA JEAN LEONARD NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ORDER NISI

LIBER 116 PAGE 147

Anne Arundel County Welfare Board

versus

Lina Adeline Mabe, et al.,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,348 Equity

Ordered, this 29th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Marvin I Anderson and Malcolm B. Smith Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sales ~~made~~ was $ 450.00

George I Cromwell Clerk.

True Copy,

TEST: Clerk.

FILED OCT 29 PM 3:37

(Final Order)

Anne Arundel County Welfare Board

versus

Lina Adeline Mabe, et al.,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December Finally, 1958 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 DEC 10 AM 10:11

48

MARVIN I. ANDERSON
MALCOLM B. SMITH
Attorneys At Law
Annapolis, Maryland

Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Case No. 12,348 Equity, entitled ANNE ARUNDEL COUNTY WELFARE BOARD versus LINA ADELINE MABE, et al, the undersigned Trustees will sell at public auction at the Court House door, in Annapolis, on

Tuesday, Oct. 28, 1958
at 11 o'clock A. M.

all those lots of ground and improvements lying in the First Election District of Anne Arundel County, Maryland, and known and designated as Lots No. 3086, No. 3087, No. 3088, No. 3089 and No. 3090, shown on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County: it being the same property which was conveyed to Lewis L. Mabe from Patrick J. White and wife, by three deeds dated, respectively, September 17, 1941, January 14, 1942, and November 18, 1942, and recorded, respectively, among the said Land Records, in Liber J. H. H. No. 245, folio 182, Liber J. H. H. No. 261, folio 491, and Liber J. H. H. No. 270, folio 498.

TERMS OF SALE: A deposit of ten percent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by the Court, or all cash at the option of the purchaser or purchasers, any deferred payments to bear interest from the day of sale: taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON,
MALCOLM B. SMITH,
Trustees.
GEORGE SCIBLE,
Auctioneer.

Notice To Creditors

ANNE ARUNDEL COUNTY
WELFARE BOARD
VERSUS
LINA ADELINE MABE, et al
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,348, Equity

The undersigned, Trustees in the above named case, pursuant to an Order of the Circuit Court for Anne Arundel County passed therein, hereby give notice to all persons having claims against the estate of Lewis L. Mabe, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 10th day of December, 1958.

MARVIN I. ANDERSON,
MALCOLM B. SMITH,
Trustees.

O-23

LIBER 116 PAGE 148

OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed Trustee's Sale & Notice to Creditors Eq. 12,348. Lina Adeline Mabe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of October, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958 NOV 5 AM 11:18

By H. Tilghman

LIBER 116 PAGE 149 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,348 Equity

Anne Arundel County
Welfare Board
VERSUS
LINA ADELINE MABE, et al,

Ordered, this 29th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson and Malcolm B. Smith, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sale was $450.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

N-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12348

Lina Adeline Mabe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6039 1958 DEC -3 AM 11:58 By Harris Tate

50

LIBER 116 PAGE 150

In the Case of

Anne Arundel County
Welfare Board
VS.
Linda Adeline Mabe,
et al

In the

Circuit Court

For

Anne Arundel County

No. 12,348 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

January 28, 1959

FILED
1959 JAN 30 AM 11:08

51

Dr. Anne Arundel County Welfare Board vs. Linda Adeline Mabe, et al in ac.

To Trustees for Commissions, viz:	30	32	30	32
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	76	50		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fees	18	00		
Auditor - stating this account	13	50	128	00
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale and notice to creditors	39	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Whitmore Printing & Stationery Co.- hand-bills	12	75		
National Surety Corp. - bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - certified copies of deeds	8	50		
One-half Federal and State documentary stamps		55		
Donna J. Leonard - notary fee	1	00	111	19
To Trustees for Taxes, viz:				
1957 State and County taxes	36	23		
1958 State and County taxes ($34.34) - adjusted to 10/28/58	30	28	66	51
To Anne Arundel County Welfare Board - this balance on account claim	119	34	119	34
			455	36
Amount of claim filed	1,386	32		
Cr. Amount allowed above	119	34		
Balance due	1,266	98		

52

with

Marvin I. Anderson and Malcolm B. Smith, Trustees

Cr.

1958				
Oct.	28	Proceeds of Sale	450 00	
		Interest on deferred payment of $405.00 to 1/20/59	5 36	455 36
			455 36	

LIBER 116 PAGE 153

ORDER NISI

Anne Arundel County

Welfare Board

VERSUS

Linda Adeline Mabe,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,348 Equity.

ORDERED, This 30th day of January, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

FILED
1959 JAN 30 AM 11:08

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 10 PM 3:16

54

Benjamin Michaelson
Judge

OFFICE OF

Maryland Gazette

LIBER 116 PAGE 154

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Anne Arun. Co. Eq. 12348

Linda Adeline Mabe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of March, 1959. The first insertion being made the 5th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,348 Equity

Anne Arundel County Welfare Board

versus

Linda Adeline Mabé, et al

Ordered, this 30th day of January, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

F-19

FILED
1959 MAR -4 PM 1:44

No. M. G. 6470

55

ANNE ARUNDEL COUNTY WELFARE BOARD, Annapolis, Maryland,	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
Petitioner	*	NO. 12,252 EQUITY
Vs:	*	17-78
OWEN W. PRINCE, JR. and GRACE PRINCE, his wife, 211 South Sixth Street, Independence, Kansas,	*	
AND	*	
ROBERTA S. HOPPER and ANDREW HOPPER, her husband, 511 Delaware Avenue, Glen Burnie, Maryland,	*	
SURVIVING HEIRS OF EMMA PRINCE, DECEASED	*	
AND	*	
THE UNKNOWN HEIRS, ADMINISTRATOR OR EXECUTOR OF THE ESTATE OF EMMA PRINCE, DECEASED,	*	
Respondents	*	

****

CREDITORS' BILL FOR SALE OF DECEASED DEBTOR'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, ANNE ARUNDEL COUNTY WELFARE BOARD, by Marvin I. Anderson and Malcolm B. Smith, its attorneys, suing for itself and for all other creditors of Emma Prince, late of Anne Arundel County, Deceased, who will come in and contribute to the expenses of this suit, complaining, says:

1. That your Orator is a creditor of the late Emma Prince, Deceased, for old age assistance benefits rendered to her in her lifetime in the total amount of Six Thousand, Sixty-Four Dollars and Sixty-Seven Cents ($6,064.67), as is more particularly shown in the statement of account attached here to marked Petitioner's Exhibit No. 1, and which is prayed to be taken as a part hereof.

2. That the said Emma Prince, being so indebted as aforesaid unto your Orator and unto divers other persons, died intestate on the 15th day of February, 1956, leaving personal estate insufficient to pay her just debts, and leaving surviving her the following children who are believed to be her only heirs at law:

FILED

1957 JUL 30 AM 10:15

a. Owen W. Prince, Jr., who has intermarried with GracePrince and who resides at 211 South Sixth Street, Independence, Kansas.

b. Roberta Hopper, who has since intermarried with Andrew Hopper and who resides at 511 Delaware Avenue, Glen Burnie, Maryland.

3. That the said Emma Prince died seized and possessed in fee simple of certain improved real estate located in the Fourth Election District of Anne Arundel County, and more particularly described in a Deed From David Scarlett Ross to Owen W. Prince, Sr. and Emma Prince, his wife, dated November 15, 1921, and recorded among the Land Records of Anne Arundel County in Liber WNW 48, Folio No. 415, a copy of which is attached hereto marked Petitioner's Exhibit No. 2, and prayed to be taken as a part hereof.

4. That no letters of administration have been granted by the Orphans Court of Anne Arundel County upon the estate of the said Emma Prince, and no application has been made by anyone for said letters of administration.

WHEREFORE, it is respectfully prayed:

1. That the aforementioned real estate of Emma Prince, Deceased, may be sold for the payment of the aforesaid debt of the decedent contracted during her lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

2. That Marvin I. Anderson and Malcolm B. Smith, be appointed Trustees by this Honorable Court to make the sale of said property.

3. That notice be given to all creditors of the said Emma Prince, Deceased, to file their duly authenticated claims herein.

4. And for such other and further relief as the case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orator the Order of Publication giving notice to the said Owen W. Prince, Jr. and Grace Prince, his wife, of the State of Kansas, and the unknown heirs, administrator or executor of the estate of the said Emma Prince, Deceased, of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also the Writ of Subpoena directed to the said Roberta Hopper and Andrew Hopper, her husband,

2

who reside in the State of Maryland as aforementioned, commanding them to be and appear, either in person or by solicitor, in this Court, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, etc.

Marvin I. Anderson
20 West Street
Annapolis, Maryland
Telephone: Colonial 3-2901

Malcolm B. Smith
88 State Circle
Annapolis, Maryland

Telephone: Colonial 8-3591

Attorneys for Petitioner

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 12th day of July, 1957, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ESTHER HOLAHAN, Director of the Anne Arundel County Welfare Board, and she made oath in due form of law that the matters and facts set forth in theaforegoing Creditors' Bill are true and correct to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal:

Esther Holahan

Clarence C. Bidwell
Notary Public

No. 12,252

Estate of Emma Prince
Severn, Maryland

To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) . . . . . $6,064.67.

FILED
1957 JUL 30 AM 10:15

Petitioners Exhibit #1

4

No. 12,252

LIBER 116 PAGE 159

(50¢ Rev. Stamp)

THIS DEED, made this 15th day of November in the year Nineteen hundred and twenty-one, by David Scarlett Ross, unmarried, of the City of Baltimore in the State of Maryland.

WITNESSETH:- That in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said David Scarlett Ross does hereby grant and convey unto Owen W. Prince, senior, and Emma Prince, his wife, of the City of Baltimore, in the State of Maryland, aforesaid, as tenants by the entirety, their assigns, the survivor of them, and the heirs and assigns of such survivor, in fee simple, all that lot of ground situated in the Fourth District of Anne Arundel County, State of Maryland, and described as follows.

BEGINNING for the same on the easternmost line of the Right of way of the Washington, Baltimore and Annapolis Electric Railway (which easternmost line of said Right of Way is also the westernmost side of South Road, as laid down on the Plat of Thompson Farms, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 181 at the distance of seven hundred and four and fifty-nine one-hundredths feet southerly, along said easternmost line of said Right of Way and the westernmost side of South Road, from the intersection of the easternmost line of the Right of Way and the westernmost side of South Road with the first line of the land which, by Deed dated April 4th, 1917, and recorded among said Land Records in Liber G.W. No. 136, folio 197, etc., was granted and conveyed by Bruner R. Anderson to David Scarlett Ross, and running thence South, fifty nine degrees and twelve minutes east, two hundred and twenty-five and seventy-four one-hundredths feet to intersect the second line of the land conveyed by Anderson to Ross as aforesaid; thence binding on said second line, and parallel with said Right of Way line, as recently surveyed, south thirty degrees and forty-eight minutes west, two hundred feet to a small maple tree, which is also the end

Examiner's Exhibit No 1
A.A.Co welfare Board v. Prince et al. Equity No 12,252
John S. Rowe Jr. Exam
Refiled 2/May/58

Filed 1957 July 30 Petitioner's Exhibit #2

of said second line, and to the northernmost side of a road sixteen and one-half feet wide there laid out, thence binding on said northernmost side of said sixteen and one-half foot road, north, fifty-nine degrees and twelve minutes west, two hundred and twenty-five and seventy-four-one-hundredths feet to said easternmost line of said Right of Way and the Westernmost side of South Road, as shown on said Plat, and running thence, binding on said easternmost line of said Right of Way and the westernmost side of South Road, as recently surveyed, north thirty degrees and forty-eight minutes east, two hundred feet to the place of beginning; subject to the leaving open of South Road as shown on said Plat, for the use in common by abutting property owners.

BEING and comprising Lots Nos. Ninety-six (96) and Ninety-Seven (97) on the Plat of Thompson Farms, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 181, and being also a part of the property which, by Deed dated April 4th, 1917, and recorded among said Land Records in Liber G.W. No. 136 folio 197, etc., was granted and conveyed by Bruner R. Anderson to the said David Scarlett Ross.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said property unto the said Owen W. Prince, senior, and Emma Prince, his wife, as tenants by the entirety, their assigns, the survivor of them and the heirs, and assigns, of such survivor, forever in fee simple.

Subject, however, to the following conditions and restrictions, namely that the property hereby conveyed shall not be owned or occupied by any negro or person of negro descent, domestic servants of the owners or occupants of said property excepted, and that no dwelling house shall be erected on said property to cost less than Fifteen Hundred Dollars.

and the said David Scarlett Ross covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of the same as may be requisite.

As witness the hand and seal of the said Grantor

Teat:

Thomas G. Hull — David Scarlett Ross (Seal)

State of Maryland, City of Baltimore, to-wit:-

I hereby certify, that on this 15th day of November, in the year nineteen hundred and twenty-one, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared David Scarlett Ross, the Grantor named in the aforegoing Deed, and acknowledged the same to be his act.

As witness my hand and Notarial Seal.

(NOTARY SEAL)

Thomas G. Hull

Notary Public

Recorded 16th November, 1921, at 9 o'clock A.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. #48, folio 415, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 25th day of July, A.D. 1957.

George T. Cromwell

George T. Cromwell, Clerk

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LIBER 116 PAGE 162

No. 12,252
Equity

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

ORDER OF PUBLICATION

Anne Arundel County Welfare Board versus Owen W. Prince, Jr. and Grace Prince, his wife, heirs of Emma Prince, Deceased, and the unknown heirs, administrator or executor of the estate of the said Emma Prince, Deceased. In the Circuit Court for Anne Arundel County, No. 12,252 Equity.

The object of this suit is to procure a decree for the sale of certain property in the Fourth Election District of Anne Arundel County, State of Maryland, belonging to the late Emma Prince, Deceased. The Bill states that the said Emma Prince, Deceased, was indebted to the Petitioner, the Anne Arundel County Welfare Board, for old age assistance benefits rendered to her in her lifetime in the amount of Six Thousand, Sixty-Four Dollars and Sixty-Seven Cents ($6,064.67); that being so indebted to the Petitioner and to other persons, the said Emma Prince died intestate on February 15, 1956, leaving insufficient personal estate to pay her just debts, and leaving surviving her as her only known heirs, her children, Owen W. Prince, Jr. and Roberta Hopper. That no letters of administration have been granted by the Orphans Court of Anne Arundel County on the estate of the said Emma Prince, and no application has been made for such letters of administration. That the said Owen W. Prince, Jr. and Grace Prince, his wife, are non-residents of this State.

It is thereupon, this 2nd day of August, 1957, by the Circuit Court for Anne Arundel County, ORDERED: That the Petitioner, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 9th day of Sept., 1957, give notice to the said absent defendants, and the unknown heirs, administrator or executor of the estate of Emma Prince, Deceased, of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 24th day of Sept., next, and file their plea, answer or other defense within fifteen (15) days thereafter.

George J. Cromwell
Clerk

Filed
1957 ~~August 2.~~ July 30. 10:15 am.

8

MARVIN I. ANDERSON
MALCOLM B. SMITH
Solicitors

Orde. Of Publication

Anne Arundel County Welfare Board versus Owen W. Prince, Jr. and Grace Prince, his wife, heirs of Emmo Prince, Deceased, and the unknown heirs, administrator or executor of the estate of the said Emma Prince, Deceased. In the Circuit Court for Anne Arundel County, No. 12252, Equity.

The object of this suit is to procure a decree for the sale of certain property in the Fourth Elecetion District of Anne Arundel County, State of Maryland, belonging to the late Emma Prince, Deceased. The Bill states that the said Emmo Prince, Deceased, was indebted to the Petitioner, the Anne Arundel County Welfare Board, for old age assistance benefits rendered to her in her lifetime in the amount of Six Thousand, Sixty-Four Dollars and Sixty-Seven Cents ($6,064.67); that being so indebted to the Petitioner and to other persons, the said Emma Prince died intestate on February 15, 1950, leaving insufficient personal estate to pay her just debts, and leaving surviving her as her only known heirs, her children, Owen W. Prince, Jr. and Roberta Hopper. That no letters of administration have been granted by the Orphan's Court of Anne Arundel County on the estate of the said Emma Prince, and no application has been made for such letters of administration. That the said Owen W. Prince, Jr. and Grace Prince, his wife, are non-residents of this State.

It is thereupon, this 2nd day of August, 1957, by the Circuit Court for Anne Arundel County, ORDERED: That the Petitioner, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 9th day of September, 1957, give notice to the said absent defendants, and the unknown heirs, administrator or executor of the estate of Emma Prince, Deceased, of the object and substance of this Bill, warning them to appear in this Court, in person or by solicitor, on or before the 24th day of September, next, and file their plea, answer or other defense within fifteen (15) days thereafter.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-29

LIBER 116 PAGE 163

OFFICE OF
Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 9*, 19*57*

We hereby certify, that the annexed

Order of Publication

Eq. 12,252 "Property"

Owen W. Prince, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *9th* day of *September*, 19*57*. The first insertion being made the *8th* day of *August*, 19*57*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

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ANNE ARUNDEL COUNTY WELFARE BOARD	:	IN THE
PETITIONER		CIRCUIT COURT
VS.	:	FOR
OWEN W. PRINCE, JR., et al		ANNE ARUNDEL COUNTY
RESPONDENTS	:	NO. 12,252 EQUITY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, Anne Arundel County Welfare Board, by its Attorneys, Marvin I. Anderson and Malcolm B. Smith, respectfully shows:

1. That the Respondents, Roberta S. Hopper and Andrew Hopper, having been duly summoned in the proper manner, have failed to appear, answer or plead to the Bill of Complaint filed against them in this cause within the time allowed by law or rule of Court.

2. That the Respondents, Owen W. Prince, Jr. and Grace Prince, his wife, and the unknown heirs, administrator or executor of the estate of Emma Prince, deceased, having been given notice by publication, published pursuant to an Order of this Honorable Court, warning the said Respondents to appear in person or by their solicitor and file their plea, answer or other defense within fifteen (15) days after September 24, 1957, have failed to appear, answer or plead to the Bill of Complaint.

3. That a copy of the Bill of Complaint and the said Order of Publication was mailed to the said Owen W. Prince, Jr. and Grace Prince, his wife, by registered mail, the receipt for which, and the receipt showing delivery of the same, being attached hereto.

WHEREFORE, your Petitioner prays this Court to pass an order allowing the Bill of Complaint to be taken pro confesso as against such Respondents, and that this cause shall be proceeded with ex parte as against them.

Marvin I. Anderson

Malcolm B. Smith

Attorneys for Petitioner

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1957 OCT 30 AM 11:26

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

10

LIBER 116 PAGE 165

ORDER OF COURT

IT APPEARING from the proceedings in this cause that the Writ of Summons heretofore issued against the Respondents, Roberta S. Hopper and Andrew Hopper, her husband, having been duly served and returned marked "Summoned", and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed; and it further appearing from the proceedings that the Order of Publication passed herein, having been duly published according to the terms thereof, warning the Respondents, Owen W. Prince, Jr. and Grace Prince, his wife, and the unknown heirs, administrator or executor of the estate of Emma Prince, deceased, to appear or file their defense herein within fifteen (15) days after the 24th day of September, 1957, and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed, it is thereupon this 7th day of October, 1957, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That the said Bill of Complaint filed herein, be, and the same is hereby, taken pro confesso against the said Respondents, and that this cause be proceeded with ex parte as against them.

Benjamin Michaelson
JUDGE

REGISTERED NO. 592

Value $ NV Spec. del'y fee $

Fee $ 50 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 3 ☐ Airmail

POSTMARK

Postmaster, By

From M. B. Smith 88 State Circle

To Mr. O. W. Prince Jr.
211 S 6th St Independence Bar

POD Form 3806
Sept. 1955

e9—10—70493-2

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ DELIVER ONLY TO ADDRESSEE (20¢ additional)

☐ SHOW ADDRESS WHERE DELIVERED IN ITEM 4 BELOW (31¢ additional)

RECEIPT

Received from the Postmaster the Registered, Certified, or Insured Article, the number of which appears on the face of this return receipt.

1. SIGNATURE OR NAME OF ADDRESSEE
X [signature]

2. SIGNATURE OF ADDRESSEE'S AGENT (Agent should enter addressee's name in item 1 above)
[signature]

3. DELIVERY DATE
8/6 1957

4.

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

11

ANNE ARUNDEL COUNTY WELFARE BOARD	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
OWEN W. PRINCE, JR., et al	*	NO.12,252 EQUITY

* * * * * * * * * * *

TESTIMONY ON BEHALF OF PETITIONER

April 17, 1958

Present:

Mr. Malcolm B. Smith, Solicitor for Petitioner

Mr. John G. Rouse, Jr., Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Esther H. Holahan, pages 2 - 4.

Eldridge S. Wilkerson, pages 5 - 7.

J. Thomas Hutchins, pages 8 - 10.

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Esther H. Holahan, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. Mrs. Holahan, would you state your full name and address, please?

A. Mrs. Esther H. Holahan, R.D. 4, Annapolis, Maryland.

2. And your occupation?

A. Director of the Anne Arundel County Welfare Board.

3. Does the Welfare Board have a claim against the Estate of Emma W. Prince?

A. Yes, we do.

4. What is that debt for?

A. It's for assistance given to Mrs. Prince during her lifetime, old age assistance.

5. And could you itemize the debt and give us the total, please?

A. The total is Six Thousand and Sixty Four Dollars and Sixty Seven cents ($6,064.67).

6. And that is for money paid to Emma Prince during her lifetime?

A. Yes.

7. Now, when and where did Emma Prince die?

A. She died February 15th, 1956, in Annapolis.

8. Did she leave a Will?

A. Not to our knowledge.

9. Has there been any administration upon her estate in the Orphan's Court?

A. Not to our knowledge.

10. Did Emma Prince leave any personal estate?

A. Not that I know of.

11. Well, your workers have made investigation to determine all these facts, have they not?

A. Yes, we have.

12. And who are the heirs of Emma Prince?

A. One daughter, Mrs. Roberta Hopper, 202 Crain Highway, Glen Burnie. Mrs. Hopper's husband is Andrew Hopper; then a son, Mr. Owen W. Prince, Jr., 211 South Sixth Street, Independence, Kansas, and Mrs. Grace Prince, his wife.

13. Are they the only heirs of Emma Prince?

A. The only heirs that we're aware of.

14. Did you make an investigation to determine if there were other heirs?

A. Yes, we did, we asked Mrs. Prince during her lifetime and these were the only ones she gave us at that time.

15. Now, did Mrs. Prince own any real estate at the time of her death?

A. Yes, she did.

16. What real estate was that?

A. A house on Lot 7 in Severn.

17. Is that the same property described in a deed from David Scarlett Ross to Owen W. Prince, Sr. and Emma Prince, dated November the 15th, 1921 and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No.48, folio 415?

A. Yes, it is.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EX. NO.1)

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..No.....

Signature..Walter N. Hallahan.....

Eldridge S. Wilkerson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. State your full name and address.

A. Eldridge S. Wilkerson, Tracy's Landing, Maryland.

2. And your occupation?

A. Assistant Supervisor of Assessments.

3. How long have you been engaged in the occupation of assessing property in Anne Arundel County?

A. About six years.

4. And you've been a resident of Anne Arundel County all your life?

A. Right.

5. Are you familiar with property values in Anne Arundel County and in the vicinity of Severn?

A. Yes.

6. Have you made any examination and appraisal concerning the property belonging to the late Emma Prince, located at Severn, Maryland?

A. Yes.

7. Would you describe that property, please?

A. Well, this property is located in the Fourth District, designated as Lots 96 and 97 of Thompson Farms.

8. This is the same property described in a deed, dated November the 15th, 1921, recorded in Liber W. N. W. No.48, folio 415?

A. Yes.

9. Now, continue with your description.

A. Lots 96, 97 of Thompson Farms or 1.04 acres improved by a cheap to average bungalow, composition roof with shingle siding, block foundation, full cellar, sheet rock walls, pine floor, hot air heat, six rooms and bath on the first floor, two rooms on the second floor, one room on the second floor is unfinished.

The house itself is 28 x 34, and has 7 x 20 enclosed porch on the front, a 6 x 20 closed porch on the rear, that house is in very poor condition caused by vandalism, windows are broken, interior damaged, the heat and water system have been destroyed. We worked this house on the basis of what it would cost to reproduce it today, we come up with a value of Eleven Thousand Five Hundred and Twenty Six Dollars ($11,526.00), that would be to replace to date. The condition of the house and all taken in we give it 60% depreciation, leaving a value of Four Thousand Six Hundred and Eleven Dollars ($4,611.00) on the house; the land area is selling for approximately Eight Hundred Dollars ($800.00) an acre, now this lot on this acre of ground on the back is very low and marshy, so we give it 25% depreciation and come up with Six Hundred Dollars ($600.00) on the land, giving a total of Five Thousand Two Hundred and Eleven Dollars ($5,211.00) for the present day market value as is.

10. Now, is this property susceptible of partition?

A. I would say, no. No, it would have to be sold in its entirety to be of any value.

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..*No*.....

Signature*Eldridge S. Wilkerson*.....

J. Thomas Hutchins, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1. Would you state your full name and address?

A. J. Thomas Hutchins, Dunkirk, Jewel Route, Maryland.

2. What is your occupation?

A. Assessor.

3. And how long have you been engaged in that occupation?

A. Twelve years.

4. And how long have you been a resident of Anne Arundel County?

A. Born here.

5. Are you familiar with property values in Anne Arundel County and in the vicinity of Severn, Maryland?

A. Yes.

6. Have you made an examination and appraisal of the property involved in this case belonging to the late Emma Prince?

A. Yes.

7. Is that the same property described in a deed, marked Examiner's Exhibit No. 1?

A. Yes.

8. Would you describe the property, please?

A. Well, the land is very high on the front and very low on the back, the house is a seven room house, one room upstairs unfinished, sheet rock walls, shingle siding, full cellar, heating plant destroyed.

9. And have you set a value on this property?

A. Yes, we appraised the house.

10. What is that value?

A. Well, I would say about Forty Six Hundred Dollars ($4600.00) on the house.

11. And what is the value of the land?

A. About Six Hundred Dollars ($600.00).

12. So that the total value of the house and the land would be about Fifty Two Hundred Dollars?

A. About Fifty Two Hundred Dollars ($5200.00).

13. Is the property susceptible of partition?

A. No.

****

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QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....None.....

Signature.....J. Thomas Hutchison.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 1st day of May, 1958.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $10.00

I.H. $8.00

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ANNE ARUNDEL COUNTY WELFARE BOARD,	+	IN THE
Petitioner	+	
Vs:	+	CIRCUIT COURT
OWEN W. PRINCE, JR., et al	+	FOR
Respondents	+	ANNE ARUNDEL COUNTY
	+	NO. 12,252 EQUITY

++++++++++++

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon, this 12th day of May, 1958, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That there is due to the ANNE ARUNDEL COUNTY WELFARE BOARD from the estate of Emma Prince, deceased, the sum of SIX THOUSAND, SIXTY FOUR DOLLARS AND SIXTY-SEVEN CENTS ($6,064.67), for old age assistance benefits, and that there are no funds or personal estates of the said Emma Prince with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin I. Anderson and Malcolm B. Smith be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceeding shall be as follows:

They shall first file with the Clerk of the Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Six Thousand Dollars ($6,000.00) conditioned for the faithful performand of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in these premises.

They shall then proceed to make the sale, having given at least three (3) weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as they shall think proper, of the time, place, manner and terms of sale, which shall be:

A deposit of TEN PER CENT (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification

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MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either public or private sale, to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any said sale or sales, the Trustees shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit, and such attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity where with they shall appear to have discharged their trust.

And it appearing to the Court that there has been no administration of the estate of Emma Prince, the Trustees are directed during the time the notice of the sale is published in the newspaper, to give notice to her creditors to file their claim in this Court in the office of the Clerk thereof, within ninety (90) days of the first insertion.

/s/ Benjamin Michaelson

Judge

MALCOLM B. SMITH
ATTORNEY AT LAW
ANNAPOLIS, MD.

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LIBER 116 PAGE 179
LIBER 9 PAGE 425

ANNE ARUNDEL COUNTY WELFARE BOARD,	:	NO. 12,252 EQUITY
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
OWEN W. PRINCE, Jr., et al.,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

: : : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Malcolm B. Smith, of Annapolis, Anne Arundel County, Maryland, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Six thousand dollars ($6,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2 day of October, in the year of our Lord one thousand nine hundred and fifty-eight.

WHEREAS, the above bounden Marvin I. Anderson and Malcolm B. Smith were appointed Trustees by virtue of a decree of the Circuit Court for Anne Arundel County, dated May 12, 1958, to make sale of the property mentioned in the proceedings in the case of Anne Arundel County Welfare Board vs. Owen W. Prince, Jr., et al., known as No. 12,252 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson and Malcolm B. Smith do and shall well and faithfully perform the trust reposed in them by said

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decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin I. Anderson (SEAL)
Marvin I. Anderson

Malcolm B. Smith (SEAL)
Malcolm B. Smith

Signed, sealed and delivered
in the presence of

NATIONAL SURETY CORPORATION

Myrtle Sturm

By: Marvin I. Anderson
Attorney-in-fact

Bond filed and Approved
this 2nd day of October
1958
George T. Cromwell, Clerk

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LIBER 116 PAGE 181

MARVIN I. ANDERSON
MALCOM B. SMITH
Attorneys At Law
Annapolis, Md.

TRUSTEES SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Case No. 12,252 Equity, entitled ANNE ARUNDEL COUNTY WELFARE BOARD versus OWEN W. PRINCE, JR., et al, the undersigned Trustees will sell at public auction at the Court House doors, in Annapolis, on

TUESDAY, OCTOBER 28, 1958

at 10:30 O'CLOCK A. M.

all that lot or parcel of ground lying in the Fourth Election District of Anne Arundel County, Maryland, comprising Lots No. 96 and No. 97, as shown on the Plat of Thompson Farm, recorded among the Land Records of Anne Arundel County, and more particularly described in a Deed from David Scarlett Ross to Owen W. Prince, Sr. and Emma Prince, his wife, dated November 15, 1921, and recorded among the said Land Records in Liber W.N.W. No. 48, Folio 415, together with the improvements thereon.

Terms of sale: A deposit of ten percent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by the Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON
MALCOLM B. SMITH
Trustees

GEORGE SCIBLE, Auctioneer

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1958 OCT 29 PM 3:37

Exhibit No. 1 with Report of sale.

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We, Lambertus J. & Vannie A. Moorman, hereby certify that I/we purchased at public auction on the 28th day of October, 1958, from Marvin I. Anderson and Malcolm B. Smith, Trustees, all that lot or parcel of ground described on the reverse side hereof, at and for the sum of $4,150.00, of which sum I/we have this day paid $415.00.

Lambertus J. Moorman (Seal)

Vannie A. Moorman (Seal)

I, George W. Scible, hereby certify that I sold at public auction on this 28th day of October, 1958, for Marvin I. Anderson and Malcolm B. Smith, Trustees, to Lambertus J & Vannie A. Moorman, all that lot or parcel of ground described on the reverse side hereof, at and for the sum of $4150.00, which was at the said sale the highest bid received.

George W. Scible, Auctioneer

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1958 OCT 29 PM 3:37

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ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 12,252 EQUITY
Petitioner	*	IN THE
vs.	*	CIRCUIT COURT
OWEN W. PRINCE, JR., et al.,	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson and Malcolm B. Smith, Trustees, appointed by the decree in this cause, to make sale of the estate therein mentioned respectfully shows: That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by hand bills set up at the courthouse door and circulated in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, October 28, 1958, at 10:30 o'clock a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All that lot or parcel of ground lying in the Fourth Election District of Anne Arundel County, Maryland, comprising Lots No. 96 and No. 97, as shown on the Plat of Thompson Farm, recorded among the Land Records of Anne Arundel County, and more particularly described in a Deed from David Scarlett Ross to Owen W. Prince, Sr., and Emma Prince, his wife, dated November 15, 1921, and recorded among the said Land Records in Liber W.N.W. No. 48, Folio 415, together with the improvements thereon; and sold the same to Lambertus J. and Vonnie A. Morrman at and for the sum

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1958 OCT 29 PM 3:37

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of Four thousand one hundred fifty dollars ($4,150.00), they being at that price the highest bidders therefor.

That the said purchasers agree to comply with the terms of sale, agreement of purchasers and certificate of auctioneer marked "Exhibit No. 1 with Report of sale" as filed herewith.

All of which is respectfully submitted.

Marvin I. Anderson

Malcolm B. Smith

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of October, in the year Nineteen hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson and Malcolm B. Smith, Trustees, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

Donna Jean Leonard
Notary Public

ORDER NISI

LIBER 116 PAGE 185

Anne Arundel County Welfare Board

versus

Owen W. Prince, Jr., et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,252 Equity

Ordered, this 29th day of October, 19 58, That the sale of the Property in these proceedings mentioned made and reported by Marvin I. Anderson and Malcolm B. Smith Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sales ~~to be~~ was $ 4,150.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 OCT 29 PM 3:37

TEST: Clerk.

(Final Order)

Anne Arundel County Welfare Board

versus

Owen W. Prince, Jr., et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December, 1958 that the sale made and reported by the Trustees aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans Judge

FILED

1958 DEC -9 PM 3:20

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MARVIN I. ANDERSON
MALCOLM B. SMITH
Attorneys At Law
Annapolis, Maryland

Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Case No. 12,252 Equity, entitled ANNE ARUNDEL COUNTY WELFARE BOARD versus OWEN W. PRINCE, JR., et al, the undersigned Trustees will sell at public auction at the Court House doors in Annapolis, on

Tuesday, Oct. 28, 1958

at 10:30 o'clock A. M.

all that lot or parcel of ground lying in the Fourth Election District of Anne Arundel County, Maryland, comprising Lots No. 96 and No. 97, as shown on the Plat of Thompson Farm, recorded among the Land Records of Anne Arundel County, and more particularly described in a Deed from David Scarlett Ross to Owen W. Prince, Sr. and Emma Prince, his wife, dated November 15, 1921, and recorded among the said Land Records in Liber W. N. W. No. 48, folio 415, together with the improvements thereon.

TERMS OF SALE: A deposit of ten percent (10%) of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by the Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale.

MARVIN I. ANDERSON,
MALCOLM B. SMITH,
Trustees.
GEORGE SCIBLE,
Auctioneer.

Notice To Creditors

ANNE ARUNDEL COUNTY
WELFARE BOARD
VERSUS
OWEN W. PRINCE, JR., et al
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,252 Equity

The undersigned, Trustees in the above named case, pursuant to an Order of the Circuit Court for Anne Arundel County passed therein, hereby give notice to all persons having claim against the estate of Emma Prince, Deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County on or before the 10th day of December, 1958.

MARVIN I. ANDERSON,
MALCOLM B. SMITH,
Trustees.

0-23

LIBER 116 PAGE 186 OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed

Trustee's Sale
Notice to Creditors
Eq. 12,252
Owen W. Prince Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of October, 1958. The first insertion being made the 9th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 NOV 5 PM

By [illegible]

LIBER 116 PAGE 187

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,252 Equity

Anne Arundel County Welfare Board
VERSUS
OWEN W. PRINCE, JR., et al

Ordered, this 29th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by Marvin L. Anderson and Malcolm B. Smith, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sale was $4,150.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Order Nisi - Eq. 12,252

Owen W. Prince, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 8th day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
No. M. C. 6038 1958 DEC -3 AM 11:58 By: Marie Tate

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LIBER 116 PAGE 186

In the Case of

Anne Arundel County
Welfare Board
VS.
Owen W. Prince, Jr.,
and
Grace Prince, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,252 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

February 6, 1959

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1959 FEB -9 AM 11:33

54

Dr. Anne Arundel County Welfare Board vs. Owen W. Prince, Jr., and Grace Prince, his wife, et al. in ac.

To Trustees for Commissions, viz:	154	50	154	50
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	60	50		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
John G. Rouse, Jr. - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	8	00		
Auditor - stating this account	13	50	104	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	38	76		
Capital-Gazette Press - advertising sale	39	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Whitmore Printing & Stationery Co. - handbills	12	75		
National Surety Corp. - bond premium	24	00		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - certified copy of deed	3	00		
Donna Jean Leonard - notary fee		75	167	65
To Trustees for Taxes, viz:				
1956 State and County taxes	62	31		
1957 State and County taxes	61	27		
1958 State and County taxes adjusted - 9 months 28 days	52	16	175	74
To Anne Arundel County Welfare Board - this balance on account claim	3,604	21	3,604	21
			4,207	00
Amount of claim filed	6,064	67		
Cr. Amount allowed above	3,604	21		
Balance due	2,460	46		

35

with

Marvin I. Anderson and Malcolm B. Smith, Trustees

Cr.

1958				
Oct.	28	Proceeds of Sale	4,150 00	
		Interest on deferred payment of $3,735.00 to 1/29/59 - 93 days	57 00	4,207 00
				4,207 00

LIBER 116 PAGE 191

ORDER NISI

Anne Arundel County Welfare Board

VERSUS

Owen W. Prince, Jr., and Grace Prince, his wife, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,252 Equity.

FILED
1959 FEB -9 AM 11:38

ORDERED, This 9th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 17 PM 1:32

Benjamin Michaelsen
Judge

37

LIBER 116 PAGE 192 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,252 Equity

Anne Arundel County Welfare Board

versus

OWEN W. PRINCE, JR., and GRACE PRINCE, his wife, et al

Ordered, this 9th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

F-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,252 Auditor account Owen W. Prince, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1959. The first insertion being made the 12th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB 28 AM 9:32

BY Hazel Tilghman

No. M. G. 6501

38

LIBER 116 PAGE 193

IN THE MATTER OF THE SALE : EQUITY # 12,925

OF THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT

MARIE CLARK, widow : FOR ANNE ARUNDEL COUNTY

: : :

Mr. Clerk:

Please docket the above entitled case, ~~record assignment of mortgage~~, file the original mortgage, statement of mortgage debt, and military affidavit.

George E. Rullman

George E. Rullman,
Attorney named in mortgage

FILED

1958 OCT 27 AM 11:53

LIBER 116 PAGE 194

LIBER 1104 PAGE 325

MORTGAGE FEE—COUNTY

Equity No. 12,925

This Mortgage, Made this ——————11th—————— day of March in the year nineteen hundred and fifty-seven, by and between MARIE CLARK, widow, party of the first part, hereinafter called Mortgagor, and COUNTY TRUST COMPANY OF MARYLAND, a body corporate of the State of Maryland, party of the second part, hereinafter called Mortgagee, Witnesseth:

WHEREAS, the said Mortgagor has received by way of Loan from the said Mortgagee an advance in the sum of Six Thousand Two Hundred ($6,200.00) Dollars, as evidenced by her promissory note of even date herewith for said amount, payable in five years from the date hereof; with interest thereon at the rate of six per cent (6%) per annum, payable monthly; it being understood and agreed by the parties hereto that the said Mortgagor shall pay not less than the sum of Seventy-Five ($75.00) Dollars monthly, which includes interest, the interest to be first deducted and the balance to be applied on the principal, the remaining balance to be due and payable five years from the date hereof; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note or any and all renewals thereof, or substitutes therefor, at the times limited for the payment of the same;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and of the sum of Five ($5.00) Dollars, the receipt whereof in full is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns;

ALL that lot, parcel or piece of land situated in the City of Annapolis, Maryland, and known as Lot No. 3 of Block "B" of Spa View Heights, and being more particularly described as follows:

BEGINNING for the same at a point on the northeast line of Fifth Street (now called Monticello Avenue), distant 105 feet in a northwesterly direction from the northeast intersection of Fifth Street (now called Monticello Avenue) and Spa View Avenue, and running from thence at a right angle to said Fifth Street (now Monticello Avenue) in a northeasterly direction 145 feet to the aforesaid Spa View Avenue; thence with the said Avenue in a northwesterly direction 45 feet to the southeast line of Lot No. 2; thence

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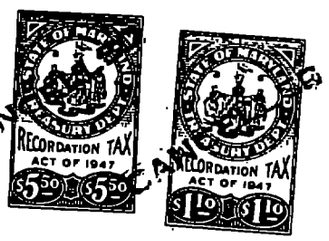
1957 OCT 27 AM 11:53

2

with said line in a southwesterly direction 150 feet to the northeast line of Fifth Street (now Monticello Avenue); thence with the line of said Street in a southeasterly direction 45 feet to the place of beginning.

BEING the same property which was conveyed to Leonard A. Clark and Marie Clark, his wife, by Harry L. Ellinghausen and Elizabeth M. Ellinghausen, his wife, et al, by deed dated February 17, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 9, folio 496, the said Leonard A. Clark having since departed this life, leaving the said Marie Clark the survivor and sole owner of said property. ✓



TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors ~~his~~ and assigns forever.

PROVIDED, that if the said Mortgagor, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Thousand Two Hundred/and no/100ths - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagor, her heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either or them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors ~~personal representatives~~ or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty and no/100ths- - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, ~~personal representatives~~ and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, ~~or~~ herself, her heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagee, its successors ~~personal representatives~~ or assigns, or George.E. Rullman, its said said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagor for herself, her heirs, personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, ~~personal representatives~~ and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and no/100ths--Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, ~~personal representatives~~ and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, ~~personal representatives~~ and asssigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Barbara Ann Jones
Barbara Ann Jones

Marie Clark (SEAL)
Marie Clark

(SEAL)

(SEAL)

(SEAL)

5

LIBER 1104 PAGE 328 LIBER 116 PAGE 197

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of March in the year nineteen hundred and fifty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARIE CLARK, widow, the Mortgagor named in the aforegoing Mortgage and she acknowledged the aforegoing Mortgage to be her act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent for the said Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones
Barbara Ann Jones, Notary Public

Rec'd for record Mar. 14 1957 at 9.59 AM.
Mailed to George E. Rullman

MORTGAGE

FROM

MARIE CLARK, widow

TO

COUNTY TRUST COMPANY OF MD.

S-6.60

750

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 MAR 14 AM 9:59
& RECORDED IN LIBER GTC
NO 1104 FOLIO 325
GEO. T. CROMWELL, CLERK

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

660

Mortgage Note

$6,200.00 March 11th 1957

Five years after date I promise to pay to the order of

COUNTY TRUST COMPANY OF MARYLAND - - - - - - - - - - - - - - - -

Six Thousand Two Hundred and no/100ths - - - - - - - - - - - - - - - - - - Dollars

With interest thereon at the rate of 6% per annum payable monthly with payment not less than $75.00, interest first to be deducted and balance to be applied, remaining balance on principal to be due ~~and payable five years~~ from the date hereof.

Value received, Marie Clark
Marie Clark

Secured by Mortgage of Even Date

104 Monticello Ave
Annapolis Md.

LIBER 116 PAGE 198

IN THE MATTER OF THE SALE OF : EQUITY # 12,925

THE MORTGAGED REAL ESTATE OF ::: IN THE CIRCUIT COURT

MARIE CLARK, widow ::: FOR ANNE ARUNDEL COUNTY

: : : : : : : : :

STATEMENT OF MORTGAGE DEBT

To Balance due on Principal $6,036.78

Interest from May 11, 1957 to November 11, 1958 . . . . . 554.04

$6,590.82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 27th day of October, 1958, before the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Tilden D. Atwell, assistant cashier of County Trust Company of Maryland, and made oath in due form of law that the above settlement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Thompson
Notary Public

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO.

FILED

1958 OCT 27 AM 11:53

6

LIBER 116 PAGE 199

IN THE MATTER OF THE SALE OF : EQUITY # 12,925

THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT

MARIE CLARK, widow : FOR ANNE ARUNDEL COUNTY

: : :

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act Art. 87A, Bagby's Annotated Code of Maryland, 1939, Ed.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the County Trust Company of Maryland, a body corporate of the state of Maryland, the plaintiff in the above entitled cause and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Annotated Code of Maryland, Ed., that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendant is in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman

George E. Rullman, Attorney and Agent

SUBSCRIBED and sworn to before me this 27th day of October, 1958.

Barbara Ann Thompson

Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1958 OCT 27 AM 11:53

2

F. 21733 500 9-35 Made in U.S.A.

LIBER 116 PAGE 200

MORTGAGEES OR ATTORNEYS BOND.

LIBER 9 PAGE 468

No. 12,925 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand ($7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Seventeenth day of November, in the year of our Lord 1958

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Marie Clark, Deceased to County Trust Company of Maryland, abc bearing date the eleventh day of March, 1957 and recorded among the Land mortgage records of Anne Arundel County in Liber G.T.C. No. 1104 Folio 325 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Carolyn D. Napier

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

As to Surety

Julia M. Savko

Julia M. Savko

Attorney in fact

FILED

1958 NOV 20 AM 10:32

Bond Approved this 20th day of November 1958

George T. Cromwell, Clerk

8

GEORGE W. SCIBLE LIBER 116 PAGE 201 Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE LYING AND BEING IN THE CITY OF ANNAPOLIS, MARYLAND AND BEING KNOWN AND DESIGNATED AS 104 MONTICELLO AVENUE, ANNAPOLIS, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Marie Clark, widow, to the County Trust Company of Maryland, a body corporate of the State of Maryland, dated March 11, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, folio 325, the undersigned attorney named in the said mortgage is to make sale of the said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, Nov. 25, 1958

AT 10:30 A.M.

The following described property; namely.

ALL that lot, parcel or piece of land situated in the City of Annnapolis, Maryland, and known as Lot No. 3 of Block "B" of Spa View Heights, and being more particularly described as follows: Beginning for the same at a point on the northeast line of Fifth Street (now called Monticello Avenue) distant 105 feet in a northwesterly direction from the northeast intersection of Fifth Street (now called Monticello Avenue) and Spa View Avenue, and running from thence at a right angle to said Fifth Street (now Monticello Avenue) in a northeasterly direction 145 feet to the aforesaid Spa View Avenue; thence with the said Avenue in a Northwesterly direction 45 feet to the southeast line of Lot No. 2; thence with said line of a southwesterly direction 150 feet to the northeast line of Fifth Street (now Monticello Avenue); thence with the line of said Street in a southeasterly direction 45 feet to the place of beginning. Being the same property which was conveyed to Leonard A. Clark and Marie Clark, his wife, by Harry L. Ellinghausen and Elizabeth M. Ellinghausen, his wife, et al, by deed dated February 17, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 9, folio 496, the said Leonard A. Clark having since departed this life, leaving the said Marie Clark the survivor and sole owner of said property.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in the mortgage
140 South Street
Annapolis, Maryland

Purchasers Certific

LIBER 116 PAGE 202

We Hereby certify that we did purchase at Public Auction, on Tuesday, November 25, 1958, the property described on the reverse side hereof at and for the sum of $8,750.00 and agree to comply with the terms of sale as specified in this Hand Bill.

Witness:

Carol Cummings

/ Wilbur S. Brandenburg
Wilbur S. Brandenburg

/ Bertie I. Brandenburg
Bertie I. Brandenburg

AUCTIONEERS CERTIFICATE

I hereby certify that I, as Auctioneer, did offer at Public Sale, the property described on the reverse side hereof, on Tuesday, November 25, 1958 and sold the property to Wilbur S. Brandenburg and Bertie I. Brandenburg, his wife, at and for the sum of $8,750.00, they being then and there the highest bidder therefor.

George W. Scible, Auctioneer

FILED

1958 NOV 26 AM 11:11

b

LIBER 116 PAGE 203

IN THE MATTER OF THE SALE OF : EQUITY # 12,925

THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT

MARIE CLARK, deceased : FOR ANNE ARUNDEL COUNTY

: : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the mortgage filed in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from Marie Clark, widow, dated March 11, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1104, folio 325, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, November 25, 1958, at 10:30 o'clock a.m., and then and there sold the property to Wilbur S. Brandenburg and Bertie I. Brandenburg, his wife, at and for the sum of Eight Thousand Seven Hundred Fifty ($8,750.00) dollars, it then and there being the highest bidder therefor, which property is as follows:-

ALL that lot, parcel or piece of land situated in the City of Annapolis, Maryland, and known as Lot No. 3, of Block "B" of Spa View Heights, and being more particularly described as follows: Beginning for the same at a point on the northeast line of Fifth Street (now called Monticello Avenue) distant 105 feet in a northwesterly direction from the northeast intersection of Fifth Street (now called Monticello Avenue) and Spa View Avenue, and running from thence at a right angle to said Fifth Street (now Monticello Avenue) in a northeasterly

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1958 NOV 26 AM 11:10

11

direction 145 feet to the aforesaid Spa View Avenue; thence with the said Avenue in a Northwesterly direction 45 feet to the southeast line of Lot No. 2; thence with said line of a southwesterly direction 150 feet to the northeast line of Fifth Street (now Monticello Avenue); thence with the line of said Street in a southeasterly direction 45 feet to the place of beginning. Being the same property which was conveyed to Leonard A. Clark and Marie Clark, his wife, by Harry L. Ellinghausen and Elizabeth M. Ellinghausen, his wife, et al, by deed dated February 17, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 9, folio 496, the said Leonard A. Clark having since departed this life, leaving the said Marie Clark the survivor and sole owner of said property.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 26th day of November, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Barbara Ann Thompson
Notary Public

12

ORDER NISI

LIBER 116 PAGE 205

In The Matter of the Sale of
The Mortgaged Real Estate of
Marie Clark, deceased

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,925 Equity

Ordered, this 26th day of November, 19 58, That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Attorney Named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $ 8,750.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 NOV 26 AM 11:10

TEST: _____ Clerk.

(Final Order)

In The Matter of the Sale of
The Mortgaged Real Estate of
Marie Clark, deceased

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of January, 19 59, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED

1959 JAN 13 PM 1:07

13

Legal Notice

Public Sale
OF VALUABLE RESIDENCE PROPERTY

Situate lying and being in the City of Annapolis, Maryland and being known and designated as 104 Monticello Avenue, Annapolis, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Marie Clark, widow, to the County Trust Company of Maryland, a body corporate of the State of Maryland, dated March 11, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1104, folio 325, the undersigned attorney named in the said mortgage is to make sale of the said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tues., Nov. 25th, 1958, At 10:30 A.M.

The following described property; namely.

ALL that lot, parcel or piece of land situated in the City of Annapolis, Maryland, and known as Lot No. 3 of Block "B" of Spa View Heights, and being more particularly described as follows: Beginning for the same at a point on the northeast line of Fifth Street (now called Monticello Avenue) distant 105 feet in a northwesterly direction from the northeast intersection of Fifth Street (now called Monticello Avenue) and Spa View Avenue, and running from thence at a right angle to said Fifth Street (now Monticello Avenue) in a northeasterly direction 145 feet to the aforesaid Spa View Avenue; thence with the said Avenue in a Northwesterly direction 45 feet to the southeast line of Lot No. 2; thence with said line of a southwesterly direction 150 feet to the northeast line of Fifth Street (now Monticello Avenue); thence with the line of said Street in a southeasterly direction 45 feet to the place of beginning. Being the same property which was conveyed to Leonard A. Clark and Marie Clark, his wife, by Harry L. Ellinghausen and Elizabeth M. Ellinghausen, his wife, et al, by deed dated February 17, 1919 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 9, folio 496, the said Leonard A. Clark having since departed this life, leaving the said Marie Clark the survivor and sole owner of said property.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in the mortgage
140 South Strect.
Annapolis, Maryland.
GEORGE W. SCIBLE,
Auctioneer.

N-24

LIBER 116 PAGE 206 OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1958

We hereby certify, that the annexed

Public Sale

Marie Clark

12, 925

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of November, 1958. The first insertion being made the 29th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED
1958 Dec
16 AM 11:26

LIBER 116 PAGE 207

OFF E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO 12.925 Equity
In The Matter of the Sale of
The Mortgaged Real Estate of
Marie Clark, deceased

Ordered, this 26th day of November, 1958. That the sale of the Property in these proceedings mentioned made and reported by George E. Rullman, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of January next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

The report states that the amount of sale was $8,750.00.

GEORGE T. CROMWELL Clerk
True Copy, TEST:
GEORGE T. CROMWELL Clerk
D-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1959

We hereby certify, that the annexed Order Nisi - Sale Equity 12925 Marie Clark - deceased

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1959. The first insertion being made the 1st day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

No. ~~M.C.~~ EC 1959 JAN 5 PM 2:53

15

F. 21733 1/55

LIBER 116 PAGE 208

Equity No. 12,925-

LIBER 9 PAGE 504

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Seven Hundred Fifty ($1,750.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this seventh day of January, in the year of our Lord 1959

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Marie Clark to County Trust Company of Maryland bearing date the eleventh day of March, 1957 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1104 Folio 325 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Carolyn D. Napier

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Julia M. Savko

Julia M. Savko

Additional Bond filed and approved this 9th day of January 1959

George T. Cromwell, Clerk

16

FILED

1959 JAN -9 AM 10: 24

LIBER 116 PAGE 209 OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,925 Equity

In the Matter of the Sale of the Mortgaged Real Estate of MARIE CLARK, Widow

Ordered, this 2nd day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk

F-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,925

Auditor Account

Marie Clark

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of March, 1959. The first insertion being made the 3rd day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6467 1959 FEB 28 AM 9:31 By Hazel Tilghman

17

LIBER 116 PAGE 210

In the Case of

In the Matter of the Sale
of the
~~VS~~
Mortgaged Real Estate
of
Marie Clark, Widow

In the

Circuit Court

For

Anne Arundel County

No. 12,925 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

March 19, 1959

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Marie Clark, Widow

To Attorney for Fee, viz:	50 00		
To Attorney for Commissions, viz:	295 02	345	02
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 50		
Clerk of Court - additional costs	35 00		
Auditor - stating first account	13 50		
Auditor - stating second account	9 00	97	00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	42 18		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Speer Publications, Inc. - handbills	12 66		
National Surety Corp. - bond premiums	35 00		
George W. Scible - auctioneer's fee	50 00		
One-half Federal documentary stamps	4 95		
One-half State documentary stamps	4 95		
Barbara Ann Thompson - notary fees	1 50	165	24
To Attorney for Taxes and Water Rent, viz:			
1958 State and County taxes ($118.52)- adjusted to 11/25/58	106 96		
1957 Annapolis City taxes	101 78		
1958 State and County taxes ($96.12) - adjusted to 11/25/58	38 75		
Metered water to 11/11/58	8 85	256	34
To County Trust Company of Maryland, mortgagee - in full for mortgage claim filed	6,590 82	6,590	82
To Estelle O. Clark, judgment creditor of Leonard A. Clark, son and sole heir of Marie Clark, deceased mortgagor - in full for judgment claim in #A-296 Law (Order 2/10/59), viz:			
Debt	512 00		
Interest from 9/17/58 to 3/17/59	15 36		
Court costs	24 40	551	76
To Estelle O. Milburn, formerly Estelle O. Clark, judgment creditor of Leonard A. Clark, as aforesaid - in full for judgment claim in #5860 Divorces (Order 3/18/59), viz:			
Debt	185 00		
Court costs	14 65	199	65
To Leonard A. Clark, son and sole heir at law of Marie Clark, deceased mortgagor- this balance	628 15	628	15
		8,833	98

19

with

George E. Rullman, Attorney named in Mortgage

Cr.

1958				
Nov.	25	Proceeds of Sale	8,750 00	
		Interest on deferred payment of $7,875.00 to 1/28/59	83 98	8,833 98
				20
				8,833 98

The undersigned hereby agree to the immediate ratification of the within Account, without the publication of an order nisi thereon.

ATTORNEY NAMED IN MORTGAGE

ATTORNEY FOR LEONARD A. CLARK

ATTORNEY FOR ESTELLE O. MILBURN

Leonard A. Clerk, Individually and as sole heir of Marie A. Clark, deceased.

LIBER 116 PAGE 213

No. 12,925 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

In the Matter of the Sale

of the

Mortgaged Real Estate

of

Marie Clark, Widow

SECOND

Auditor's Report and Account

Filed 19

Order nisi 19

Final order 19

ORDER NISI

VERSUS

1959 MAR 20 PM 11:45

FILED

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. Equity.

ORDERED, This day of 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the day of next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the day of next.

In the Circuit Court for Anne Arundel County

upon the above consent to immediate ratification of this account

ORDERED BY THE COURT, this 20th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

2

FILED

1959 MAR 20 PM 3:47

Benjamin Michaelson

Judge

LIBER 116 PAGE 214

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MURRAY D. O'MALLEY
Odenton, Maryland

EQUITY NO. 12,858

Plaintiff

vs

THE GEORGE M. MURRAY SONS CANNING CO. OF ANNE ARUNDEL COUNTY, also known as GEO. M. MURRAY SONS CANNING CO.
c/o Theodore J. Murray, Resident Agent, Odenton, Maryland
And Unknown Surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co.
Addresses unknown
And any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Election District of Anne Arundel County, to wit:

Lot 100 x 185 x 154 as situated on the S.W. corner Old Annapolis Road

Defendants

* * * * * * * * * * *

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he brings this action for the purpose of foreclosing the right of redemption in and to the property hereinafter set forth under and by virtue of Article 81 of the Annotated Code of Maryland.

2. That on October 8, 1956, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received a Certificate of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

Certificate No. 3111 - Lot 100 x 185 x 154 as situated on the S. W. corner Old Annapolis Road, Fourth Election District and assessed to The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co.

3. That said Tax Sale Certificate as hereinabove set forth, to wit: Number 3111, dated October 8, 1956, setting forth the aforesaid sale to your Plaintiff, is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1" and is prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law

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1958 SEP 13 AM 11:19

FILED
1958 SEP 13 AM 11:19

B. EUGENE COLLINS
ATTORNEY-AT-LAW
ODENTON, MARYLAND

and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

That The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. is the record owner of Lot 100 x 185 x 154 as situated on the S.W. corner Old Annapolis Road, Fourth Election District.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and the Plaintiff bid and paid for the aforesaid Tax Sale Certificate the following amount:

CERTIFICATE NO.	BID	PRICE PAID
3111	$1,000.00	$68.70

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is as follows:

CERTIFICATE NO.	AMOUNT DUE
3111	$68.70

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on the above Certificate.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any

EUGENE COLLINS
ATTORNEY-AT-LAW
ODENTON, MARYLAND

interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the property herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

Murray D. O'Malley

MURRAY D. O'MALLEY, Plaintiff

B. Eugene Collins

B. EUGENE COLLINS
P. O. Box 8,
Odenton, Maryland
Phone: ORchard 2-3751
ORchard 2-3791
Attorney for Plaintiff

Eliot Siskind

ELIOT SISKIND
12 Crain Highway N.W.
Glen Burnie, Maryland
Phone: SOuthfield 6-3750
Attorney for Plaintiff

STATE OF MARYLAND)
* TO WIT:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, That on this 11th day of September, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared MURRAY D. O'MALLEY, the Plaintiff in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in the same are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mary E. Collins

MARY E. COLLINS, Notary Public

My commission expires May 4, 1959.

B. EUGENE COLLINS
ATTORNEY-AT-LAW
ODENTON, MARYLAND

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LIBER 116 PAGE 217

A 3111 **CERTIFICATE OF TAX SALE** No. 12,858 Equity

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 5th 1950, I sold to Murray
H O'Malley at public auction for the sum of 1,000 Dollars and 00
Cents, of which 66.70 Dollars has been paid as a deposit on the property
in List #4 described as Lot 166 X 185 X 154
as situated on the S. W. corner Rd
Annapolis Road

and assessed to Murray & Sons Canning Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 5 day of Oct 1950.

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 5th day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Pete Manos
Notary Public.

My Commission Expires Jan 4, 1954

FILED *
1958 SEP 13 AM 11 49

Plaintiff's Exhibit No. 1

4

Eliot Siskind, Attorney
12 Crain Highway N.W.
Glen Burnie, Maryland

LIBER 116 PAGE 218

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MURRAY D. O'MALLEY
Odenton, Maryland

Plaintiff

EQUITY NO. 12,858

vs.

THE GEORGE M. MURRAY SONS CANNING CO. OF ANNE ARUNDEL COUNTY, also known as GEO. M. MURRAY SONS CANNING CO.

[redacted]

c/o Theodore J. Murray, Resident Agent, Odenton, Maryland
and
Unknown Surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co.
Addresses unknown

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
Fourth	Lot 100x185x154as situated on the S.W. corner Old Annapolis Road	3111

All as substantially described in the Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Murray D. O'Malley, Plaintiff, on October 8, 1956, for amount in said Certificate hereinafter set forth:

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Murray D. O'Malley, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3111- Lot 100x185x154 as situated on S.W. corner Old Annapolis Road and assessed to The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. and sold to Plaintiff for $1000.00 of which the sum of $68.70 has been paid.

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1958 SEP 13 AM 11:19

4

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 13th day of September 1958, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 19th day of November, 1958, next, warning the said The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. and the unknown Surviving Directors and Stockholders of The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co., and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 19th day of November, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Murray D. O'Malley, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

LIBER 116 PAGE 220 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 15, 1958

We hereby certify, that the annexed

Order of Publication

Eq. 12,858 Property

George M. Murray Canning

Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of November, 1958. The first insertion being made the 18th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1958
OCT 15 PM 3:50

ELIOT SISKIND, Attorney
12 Crain Highway, N.W.
Glen Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Equity No. 12,858

MURRAY D. O'MALLEY
Odenton, Maryland
Plaintiff

VERSUS

THE GEORGE M. MURRAY SONS CANNING CO. OF ANNE ARUNDEL COUNTY, also known as GEO. M. MURRAY SONS CANNING CO.
c/o Theodore J. Murray, Resident Agent, Odenton, Maryland
and Unknown Surivlving Directors and Stockholders of Geo. M. Murray Sons Canning Co.
Address unknown
AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

District	Description	Certificate No.
Fourth	Lot 100 x 185 x 154 as situated on the S. W. corner Old Annapolis Road	3111

All as substantially described in the Certificate of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Murray D. O'Malley, Plaintiff, on October 8, 1956, for amount in said Certificate hereinafter set forth:

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Murray D. O'Malley, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3111—Lot 100 x 185 x 154 as situated on S.W. corner Old Annapolis Road and assessed to The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. and sold to Plaintiff for $1,000.00 of which the sum of $68.70 has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 13th day of September, 1958, by the Circuit Court for Anne Arundel Coun-

ty, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 19th day of November, 1958, next, warning the said The George M. Murray Sons Canning Co. and the unknown Surviving Directors and Stockholders of The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co., and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 19th day of November, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Murray D. O'Malley, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-9

LIBER 116 PAGE 222

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MURRAY D. O'MALLEY
Odenton, Maryland

EQUITY NO. 12858

Plaintiff

vs

THE GEORGE M. MURRAY SONS CANNING CO. OF ANNE ARUNDEL COUNTY, also known as GEO. M. MURRAY SONS CANNING CO.
c/o Theodore J. Murray, Resident Agent, Odenton, Maryland
And Unknown Surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co.
Addresses unknown
And any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Election District of Anne Arundel County, to wit:
Lot 100 x 165 x 154 as situated on the S.W. corner Old Annapolis Road

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non payment of taxes due for the year, 1955.

And it further appearing that subpoenas issued out of this Court directed to the Defendant The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. c/o Theodore J. Murray, Resident Agent, has been returned "Non Est", twice.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, The George M. Murray Sons Canning Co. of Anne Arundel County, also known as Geo. M. Murray Sons Canning Co. c/o State Tax Commission of Maryland has been returned served, as will more fully appear from the Sheriff's return filed herein.

And it further appearing that subpoenas issued out of this Court directed to said Defendants Unknown Surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co., have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearances herein in person or by Solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said Defendants could so

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1959 FEB 19 PM 12:27

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appear and file an answer having now expired it is, thereupon this 18th day of February, 1959, by the Circuit Court for Anne Arundel County, in Equity:

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby, taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1956.

Benjamin Michaelson
Judge

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MURRAY D. O'MALLEY
Odenton, Maryland

EQUITY NO. 12,858

Plaintiff

vs

THE GEORGE M. MURRAY SONS CANNING CO. OF ANNE ARUNDEL COUNTY, also known as GEO. M. MURRAY SONS CANNING CO. c/o Theodore J. Murray, Resident Agent, et al.

Defendants

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland resident Defendant, The George M. Murray Sons Canning Co. also known as Geo. M. Murray Sons Canning Co. c/o Theodore J. Murray have been returned twice "Non-Est", as will more fully appear from the Sheriff's returns filed herein

And it further appearing that a subpoena issued out of this Court directed to the Maryland resident Defendant, The George M. Murray Sons Canning Co., also known as Geo. M. Murray Sons Canning Co., c/o The State Tax Commission of Maryland has been returned served as will more fully appear from the Sheriff's return filed herein

And it further appearing that the unknown surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co. have been duly served by publication, a copy of which has been filed herein

And it further appearing that a Decree Pro Confesso was entered herein against all of the Defendants mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearances herein or filed an answer to these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 21st day of March, 1959

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Adjudged, Ordered and Decreed that all rights of redemption to the property mentioned herein of the Defendants, The George M. Murray Sons Canning Co., also known as Geo. M. Murray Sons Canning Co., and Unknown Surviving Directors and Stockholders of Geo. M. Murray Sons Canning Co., and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 8th day of October 1956 for non payment of taxes for the year 1955

Certificate No. 3111 - Lot 100 x 185 x 154 as situated on the S. W. corner Old Annapolis Road, Fourth Election District

free and clear of all alienations and dissents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and proceedings is subject, and it is further;

Ordered that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Murray D. O'Malley, in these proceedings, a deed of conveyance to the aforesaid lot and parcel of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any, and it is further;

Ordered that the Plaintiff pay the costs of these proceedings.

Benjamin Richardson
Judge

LIBER 116 PAGE 226

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	*	NO. 12,818 EQUITY
	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ARTHUR TRADER DAWSON, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	*	
	*	

PETITION FOR THE SALE OF INFANT'S REAL ESTATE

The Petitioner, Katherine T. Dawson, Mother and Prochein Ami of Arthur Trader Dawson, Infant by William W. Townshend, Jr. and William E. Kirk, her attorneys, respectfully states:

1. That by deed dated November 3, 1941 and recorded among the Land Records of Anne Arundel County in Liber 248, folio 309, Wilfred T. Azar and Mary Frances Azar, his wife, conveyed to George Housley Dawson, all of that tract of land situated in Anne Arundel County and described as follows:
All thattract of land situate in the Second Election District of Anne Arundel County, Maryland, at or near Woytych Station on the line of the W. B. and A. Railroad, containing thirty (30) acres, more or less, and being the tract of land which was conveyed by Florence Nelson Tardy, widow, to Wilfred T. Azar and wife by deed dated September 16, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 244, folio 241, as will more fully appear by reference to a certain copy of the aforesaid deed attached hereto and marked "Petitioner's Exhibit A" and prayed to be taken as a part hereof.

2. That George Housley Dawson, Grantee in the aforesaid deed, was married to Evelyn Levinia Dawson on January 11, 1930, in Howard County, Maryland and was divorced from the said Evelyn Levinia Dawson on June 12, 1939 in Divorces No. 1608 in the Circuit Court for Anne Arundel County; that the said George Housley Dawson intermarried with your Petitioner, Katherine T. Dawson on June 15, 1939 in Annapolis, Maryland and was divorced from said Katherine T. Dawson on October 27, 1948 in Divorces No. 3383 in the Circuit Court for

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Anne Arundel County; that subsequently the said George Housley Dawson married Blanche Sauers Dawson and was divorced from said Blanche Sauers Dawson on March 3, 1952, in Divorces No. 24,345 in the Circuit Court for Orange County, Florida.

3. That Arthur Trader Dawson was born of the marriage between Katherine T. Dawson and George Housley Dawson on May 26, 1942, and that the said Arthur Trader Dawson was the only child born of any of the said marriages of George Housley Dawson.

4. That George Housley Dawson died intestate on February 1, 1953, leaving Arthur Trader Dawson as his sole heir at law, and that the Estate of George Housley Dawson has been duly opened in the Orphans Court of Anne Arundel County in Administration No. 8432; that notice to creditors ran to August 27, 1953 and that the estate was closed by Mary Dawson, Administratrix, on January 24, 1956.

5. That prior to his death, the said George Housley Dawson executed a mortgage to the Capital City Savings and Loan Association, which mortgage was recorded among the Land Records of Anne Arundel County in Liber 688, folio 252, and that said mortgage constitutes a first lien against the property referred to in paragraph 1; a copy of said mortgage, marked "Exhibit B", is annexed hereto and prayed to be made a part hereof.

6. That the present balance of the aforesaid mortgage with Capital City Savings and Loan Association is $5,547.21.

7. That your Petitioner, as Guardian, has been collecting rentals on the two dwellings situated on the aforesaid twenty-nine (29) acres and has been applying the same to the mortgage, taxes and the expenses of maintenance.

8. That there is an outstanding balance in the amount of $24.01 due Walter H. McNew, and in the amount of $70.00 due the Colburn Contracting Co. for repairs made to the property.

9. That your Petitioner has entered into an agreement with VIRGIL H. CARR, JAMES E. CARR and A. ROLAND CARR, CO-PARTNERS TRADING AS CARR BROS. ~~Carr Brothers~~, dated July 11, 1958, to purchase 12.3 acres of unimproved land from the aforesaid twenty-nine (29) acres now owned by Arthur Trader Dawson, Infant; that the purchase price of said real estate is $5000.00, which your

[illegible] MADE 18-10-58
NUNC PRO TUNC AS OF
AUGUST 21, 1958
FOR ORDER OF COURT
SIGNED DEC. 9, 1958.

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Petitioner is advised, believes, and therefore avers is a fair and reasonable price for said property; that your Petitioner believes and therefore avers that it would be to the best interest and advantage of the infant to sell the land and apply the proceeds therefrom first to the outstanding bills and then to the aforesaid mortgage; and that your Petitioner files herewith a duly executed copy of the aforesaid agreement between herself, as Guardian and next of friend of Arthur Trader Dawson, and VIRGIL H. CARR, JAMES E. CARR, and A. ROLAND CARR, CO-PARTNERS TRADING AS CARR BROS. ~~Grantees~~, marked "Petitioner's Exhibit C", and prays that it be made a part hereof.

CORRECTIONS MADE 12-10-58 NUNC PRO TUNC AS OF AUGUST 21, 1958 PER ORDER OF COURT SIGNED DEC. 9, 1958.

TO THE END THEREFORE:

(a) That a decree may be passed for a sale of the real estate contracted to be sold.

(b) That the agreement be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consumating the same and transferring the interest of the said infant to the Vendee.

(c) That the proceeds of the sale may be brought into Court for distribution under its order in accordance with the rights and best interest of the infant.

(d) That, upon service of process on the infant, this Honorable Court appoint a Guardian ad litem for said infant.

(e) That the Petitioner may have such other and further relief as her case may require.

May it please your Honors to grant unto the Petitioner a Writ of Subpoena directed to the said infant respondent directing him to be and appear in this Honorable Court on some certain day to be named therein to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

Respectfully submitted,

Katherine T. Dawson
Katherine T. Dawson

TOWNSHEND AND KIRK

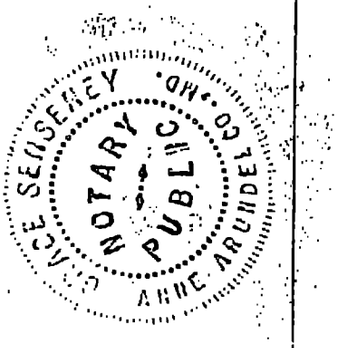
William E. Kirk, Attorney for Petitioner
Towns-Worth Building
Annapolis, Maryland
Colonial 3-4546

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 15th day of August, 1958, before me the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Katherine T. Dawson, and she did make oath in due form of law that the matters alleged in the aforegoing Petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney Notary Public



12,618 Equity

Int. Rev. Stamp $3.30 Md. State Stamp $3.00

THIS DEED, made this 3rd day of November, in the year Nineteen Hundred and Forty-one (1941), by and between Wilfred T. Azar and Mary Frances Azar, his wife, parties of the first part, and George H. Dawson, party of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:--

THAT for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, paid them by the party of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, and the assumption by the party of the second part of the payment of two mortgages, namely; a mortgage to the First Federal Savings and Loan Association of Annapolis, dated September 16, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 244, folio 241; and a mortgage to Florence Nelson Tardy, dated September 16, 1941, and recorded among the Land Records aforesaid in Liber J. H. H. No. 244, folio 245; they, the said parties of the first part, have bargained and sold and by these presents do grant and convey unto the said George H. Dawson, his heirs and assigns, forever, in fee simple,

ALL that tract of land situate in the Second Election District of Anne Arundel County,

Ex. Dkt. 6 - Blanche S. Dawson
11-17-45

PETITIONER'S
EXHIBIT "A"

Maryland, at or near Woytych Station on the line of the W. B. & A. Railroad, containing thirty (30) acres of land, more or less; and being the tract of land which was conveyed by Florence Nelson Tardy, widow, to the said Wilfred T. Azar and Mary Frances Azar, his wife, by deed dated September 16, 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 244, folio 241.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract of land unto and to the proper use and benefit of the said George H. Dawson, his heirs and assigns, forever, in fee simple; subject to the payment of the mortgages hereinbefore referred to.

AND the said parties of the first part hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite or necessary.

Witness the hands and seals of the said parties of the first part.

Witness: Wilfred T. Azar (SEAL)

Granville Lee Meredith Mary Frances Azar (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 3rd day of November, in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wilfred T. Azar and Mary Frances Azar, his wife, and they acknowledged the foregoing instrument of writing to be their act and deed.

Witness my hand and Notarial Seal.

Granville Lee Meredith
Notary Public

(NOTARIAL SEAL)

Recorded 17" November, 1941, at 12:20 P. M.

LIBER 116 PAGE 232

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 248 Folio 309, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 12th day of August, A. D., 1958.

George T. Cromwell rew CLERK.

GEORGE T. CROMWELL

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County Form.

LIBER 688 PAGE 252

LIBER 116 PAGE 233
No. 12,818 Equity

This Mortgage, Made this 12th day of June, in the year one thousand, nine hundred and fifty-two, between George H. Dawson, single

of Anne Arundel County, in the State of Maryland, Mortgagor, and CAPITAL CITY BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being member of said body corporate, has received therefrom an advance of Eight Thousand Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per cent (6 %) per annum in the manner following:

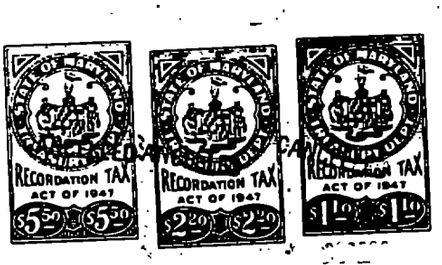
By the payment of Eight-four Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that tract ~~lot~~ of ground situate and lying in Anne Arundel County, in said State, and described as follows:

All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, at or near Woytych Station on the line of the W. B. & A Railroad, containing thirty (30) acres of land, more or less; and being the tract of land which was conveyed by Wilfred T. Azar and Mary Frances Azar, his wife, to George H. Dawson, single, by deed dated November 3rd, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 309.

SAVING AND EXCEPTING one parcel of ground heretofore conveyed to Leonidas R. Wright and Sara Owens Wright, his wife, by deed dated March 22, 1951, containing 0.97 of acres of land as recorded among the Land Records of Anne Arundel County in Liber J.H.H. 616, folio 24.



Examined Exh. #3
Dawson v. Dawson
#12818 Equity
[illegible], Examiner

FILED
1958 AUG 21 PM 2:54

Re-filed
Oct 8 1958
8 10:50 AM

PETITIONER'S
EXHIBIT "B"

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns

Provided, however, if the said Mortgagor ,.....his.....heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on.....his.....part to be made and done, then this mortgage shall be void.

And the said Mortgagor , for.....his....., ...heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor , ...his.....heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor ,.....his.....heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor ,.....his.....heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his.....heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent. (6 %) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Capital City Building and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor , ...his.....heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for Louis M. Strauss, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in.....Anne Arundel.....County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a degree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , ...his.....heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor , for...his.....heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of .....Anne Arundel.....County in Equity, which said expenses, cost and commissions the said Mortgagor , for.....his.....heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor covenant that.....he.....will warrant specially the property hereby conveyed, and that.....he.....will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor .

WITNESS:

Louis M. Strauss

George H. Dawson (SEAL)

George H. Dawson

.....(SEAL)

.....(SEAL)

.....(SEAL)

LIBER 116 PAGE 236

LIBER 688 PAGE 255

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 12th day of June, 1952, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared George H. Dawson, single

and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared Joseph H. Griscom, Sr., President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Mildred F. Bean

Mildred F. Bean - Notary Public.

Recorded-12th-June-1952-at-2:30-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber J. H. H. No. 688 Folio 252, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 12th day of August, A. D., 1958.

George T. Cromwell Clerk.
GEORGE T. CROMWELL

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LIBER 116 PAGE 238

CONTRACT OF SALE

No. 12,818 Equity

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

CORRECTION MADE 12-10-58 NUNC PRO TUNC AS OF AUG. 21, 1958 PER ORDER OF COURT SIGNED DEC. 9, 1958

THIS AGREEMENT, made this 11th day of July 1958, by and between Katherine T. Dawson, next of friend and guardian for Arthur Trader Dawson

of the first part, hereinafter called SELLER, and ~~Carr Brothers~~ VIRGIL H. CARR, JAMES E. CARR, and A. ROLAND CARR, Co-PARTNERS TRADING AS CARR BROS.

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

Approximately 12.3 Acres of unimproved land being a part of the property on General's Highway, 2nd District of Anne Arundel County, Maryland, known as Estate of George H. Dawson, fronting 170 ft more or less on Generals Highway, and adjoining the farm now owned by Carr Brothers, the rear line being approximately 415 feet. Subject to survey.

At and for the price of - - - Five Thousand and no/100 - - - - - - - - - - - Dollars,
of which - - - Five Hundred and no/100 - - - - - - - - - - - - Dollars
have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Cash within 60 days from this date. or upon being approved by the Court.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to T. CARROLL WORTHINGTON, Realtor, 10% the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

[signature] Katherine T. Dawson (SEAL)

[signature] (SEAL)

Examiner's Exh. #6 Dawson vs. Dawson #12818 Equity [signature] Carr Brothers (SEAL)

[signature] Examiner

FILED 1958 AUG 21 AM 2:54 Ann Arundel Va. Carr (SEAL)

PETITIONER'S EXHIBIT "C"

Re-Filed Oct 8 - 1958 10:50 AM

13

LIBER 116 PAGE 239

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	*	NO. 12,818 EQUITY
	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ARTHUR TRADER DAWSON, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	*	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Katherine T. Dawson, Mother and Prochein Ami of Arthur Trader Dawson, Infant, by William W. Townshend, Jr. and William E. Kirk, her attorneys, respectfully states:

1. That this Honorable Court has obtained jurisdiction over the infant, Arthur Trader Dawson, defendant, as evidenced by the return of Joseph Alton, Sheriff, and as will appear more fully by reference to these proceedings.

2. That the said infant defendant has no legal guardian.

WHEREFORE your Petitioner prays that this Honorable Court appoint a guardian ad litem to appear and answer for said infant defendant and suggests that Louis M. Strauss, Esquire, who has no interest whatsoever in this suit, be appointed guardian ad litem.

AND, as in duty bound,

TOWNSHEND AND KIRK

BY: William E. Kirk
William E. Kirk
Attorneys for Petitioner

FILED
1958 SEPT. 23

14

No 12,816
Equity

LIBER 116 PAGE 240

ORDER

Upon the aforegoing Petition, it is this 23rd day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity, ordered that Louis M. Brown be and he is hereby appointed guardian ad litem for the infant defendant, Arthur Trader Dawson, and is hereby directed to appear and file in his behalf.

Judge

FILED
1958 SEP 24 AM 9:30

15

LIBER 116 PAGE 241

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson	:	No. 12818 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
ARTHUR TRADER DAWSON, infant	:	ANNE ARUNDEL COUNTY

ANSWER OF RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Louis M. Strauss, Guardian ad litem for the infant Respondent in the above cause respectfully represents unto Your Honors,

This Respondent being an infant under 21 years of age can neither admit nor deny the allegations set forth in said Petition for the Sale of Infant's Real Estate, and therefore submits his rights to the protection of this Honorable Court.

AND, AS IN DUTY BOUND, etc.

Louis M. Strauss
Guardian Ad Litem for
Arthur Trader Dawson, infant

I HEREBY CERTIFY that I have mailed a copy of the aforegoing Answer to Townshend and Kirk, Towns-Worth Building, South Street, Annapolis, Maryland, Attorneys for Petitioner, on this 25th day of September, 1958.

Louis M. Strauss

FILED

1958 SEP 25 AM 11:29

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LIBER 116 PAGE 242

KATHERINE T. DAWSON,	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
ARTHUR TRADER DAWSON,	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 12,818 EQUITY

::::::::::::::

TESTIMONY ON BEHALF OF PETITIONER

October 6, 1958

Present:

Mr. William E. Kirk, Solicitor for Petitioner

Mr. Louis M. Strauss, Guardian ad Litem

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley M. Miller, Court Stenographer

Witnesses:

Katherine T. Dawson, pages 2 - 7

Fred E. Voges, pages 8 - 10

Thomas C. Worthington, pages 11 - 13

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Katherine T. Dawson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Will you give your name, occupation and address?

A. Katherine Trader Dawson. I work at the Plastic Plant at Odenton, Maryland as a mold operator. I live at Arnold, Maryland.

2. How long have you been a resident of Anne Arundel County?

A. Forty four years.

3. What is your relationship to the respondent in this action, Arthur Trader Dawson?

A. He is my son.

4. What is the date of his birth?

A. May the 26th, 1942.

5. Who has the custody and care of the infant, Arthur Trader Dawson?

A. I do.

6. Is that Court appointed?

A. No.

7. Who is George Housley Dawson, or who was George Housley Dawson?

A. He was my former husband and also the father of the infant.

8. Is he living now?

A. No, he died on February the 1st, 1953.

9. Was his estate taken out in the Orphan's Court in the County?

A. Yes.

10. Do you know whether or not the notice to creditors has been published in his estate?

A. Yes.

11. Do you know when the estate was closed?

A. January the 24th, 1956.

12. Were you married to George Housley Dawson at the time of his death?

A. No, I was not.

13. When were you divorced?

A. October the 27th, 1948. Divorce No. 3383.

14. Since your divorce, did George Housley Dawson remarry?

A. Yes, he did.

15. To whom?

A. Blanche Sauers Dawson, but I don't know what the date was on his marriage.

16. Were there any children born of that marriage?

A. No.

17. Were George Housley Dawson and Blanche Dawson married at the time of his death?

A. No, they were not. They were divorced on March the 3rd, 1952.

18. I hand you this which purports to be a divorce decree.

A. Yes.

19. Who is that between?

A. Blanche Virginia Dawson and George Housley Dawson.

(DIVORCE DECREE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

20. Before your marriage to George Housley Dawson, was he previously married?

A. Yes, he was.

21. To whom?

A. Evelyn Levinia Ogden, on January 11th, 1930.

22. Were any children born of that marriage?

A. No.

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23. When was that marriage dissolved?

A. June the 12th, 1939.

24. Was that by divorce?

A. Yes.

25. Now were there any other marriages besides these three, by George Housley Dawson?

A. No.

26. At the time of his death, will you name George Housley Dawson's living relatives?

A. Well his son, Arthur Trader Dawson and his mother, and he has a sister and a brother.

27. Those are the only nearest relatives?

A. Yes.

28. To your knowledge, did George Housley Dawson leave a will?

A. No, he did not.

29. What property, if any, did George Housley Dawson leave?

A. Well he had the property out on General's Highway. I think it was a little over 28 acres and two houses.

30. Would you look at this deed from Wilfred T. Azar and Mary Frances Azar to George H. Dawson, purporting to convey 30 acres, more or less, on the Defense Highway. Is that the property that you are speaking of?

A. Yes.

(DEED DATED NOVEMBER 3, 1941 FILED HEREWITH MRKED EXAMINER'S EXHIBIT NO. 2)

31. At the time of his death were there any encumbrances on the property?

A. Yes.

32. Do you know the present balance of the mortgage?

A. $5,551.28.

33. I hand you Petitioners Exhibit "B" which purports to be the mortgage from George H. Dawson, single, to the Capital City Building and Loan Association. Is that the mortgage your are referring to?

A. Yes.

(MORTGAGE DATED JUNE 12, 1952 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

34. Does this property have any improvements?

A. It has two homes on there. One is new, one isn't too old and one is an old home.

35. Do you live in either of those homes?

A. No, they are both rented.

36. What are the rentals used for?

A. They are used for the mortgage and any bills that occur.

37. Are there any outstanding bills at this time which should be paid that are related to this property?

A. Yes, I have two.

38. I hand you a plumbing bill from Walter H. McNew in the amount of $24.01.

A. Yes, that is one of them.

(BILL FROM WALTER H. MCNEW FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

39 And a bill from Colburn Contracting Company for material and fill in the drive entrance. The balance is $70.00.

A. Yes, both of them.

(BILL FROM COLBURN CONTRACTING COMPANY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

CORRECTION MADE 12-10-58 NUNC PRO TUNC AS OF OCT. 6, 1958 PER ORDER OF COURT signed Dec. 9, 1958

40. I hand you a copy of a contract between Katherine T. Dawson, next of friend and guardian for Arthur Trader Dawson and ~~Carr Brothers~~ VIRGIL H. CARR, JAMES E. CARR AND A. ROLAND CARR COPARTNERS TRADING AS CARR BROS. for approximately 12.3 acres for the price of $5,000.00. Do you recognize that contract?

A. Yes.

41. Did you sign it?

A. Yes.

42. And it is for the property in question in this case?

A. Yes.

(CONTRACT BETWEEN PARTIES FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6)

43. Now does this contract include any improvements?

A. No, it is all unimproved, woodland.

44. Now I hand you a plat which is entitled "Survey of 10.72 acres, Part of George H. Dawson Property, Generals Highway". Is this the property in question?

A. Yes, that is it.

45. The plat shows 10.72 acres and the contract says 12.3 acres.

A. Yes.

46. Was that difference found when they surveyed it?

A. When they surveyed it, yes.

(PLAT OF PROPERTY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

47. What is the purpose of selling this property?

A. To clear the mortgage as much as possible and any bills that are outstanding. Between the mortgage and the bills, you just can't, one or the other has to go backwards.

48. In other words, you intend all this money to be paid on the mortgage?

A. Yes, right on the mortgage and the bills.

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49. Do you believe this/a is fair and adequate price for the property?

A. Yes, being in the condition of where the property is, and there is nothing can be done with it. You couldn't sell it otherwise.

50. Do you think it is to the best interest and benefit of the infant to have the property sold at this time?

A. Yes, I do.

51. Why is that?

A. Well to get the mortgage off of him. He is only 16 years old and I would like to get the mortgage off as much as possible. It will almost clear it, which it won't clear it, but it will pretty well clear it.

(DOCKET ENTRIES OF ORPHAN'S COURT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8)

(Mr. Strauss waives cross examination)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....Mrs. Katherine Dawson.

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Please state your name, occupation, and address.

A. Fred E. Voges, Realtor, 3 Church Circle, Annapolis, Maryland.

2. How long have you been in the real estate business?

A. Twenty five years.

3. How long have you been in the real estate business in Anne Arundel County?

A. Twenty five years.

4. Would you name some of the clients for whom you have appraised?

A. Well the State Roads Commission, the Navy Department of the United State Government, City of Annapolis, Anne Arundel County Commissioners, all three banks in town, two Building and Loans and I think most of the lawyers in town at various times.

5. Are you familiar with the property in the second election district near Carrs Corner and the value thereof?

A. I am.

6. Are you familiar with certain property belonging to Arthur Trader Dawson, infant, in these proceedings, namely the property listed in this contract, described in this contract?

A. I am.

7. Have you had an opportunity to visit this property?

A. I visited it about three weeks ago.

8. Is this plat, examiner's exhibit no. 7, a plat of that property?

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A. Yes, that is a plat of the property I examined.

9. Now could you describe the physical aspects of the property?

A. The property has 175.99 feet on the General's Highway. It is roughly coffin shaped, I would say, with the widest portion to the rear. According to the plat of Mr. McCrone it contains 10.72 acres, more or less. The first two hundred feet, roughly, from the highway in contains a very wide and deep ravine which is not impassable, but it would be very costly to put in a road, I would say, and present considerable difficulty. Immediately beyond that, there is a portion of the property, roughly six acres, which is fairly well cleared. The acre in front and the acreage back of the cleared section is covered with second growth timber and scrub. No valuable timber of any kind. There are no improvements on the property.

10. What in your opinion is the value of this property?

A. In my opinion, the fair value of the property at this time would be $400.00 an acre.

11. In your opinion, the sale of this land for $5,000.00 would be a fair sale?

A. Yes, I would say it is a very fair price.

12. Are you familiar with the whole tract belonging to Arthur Trader Dawson?

A. Fairly so, yes.

13. Would the sale of this 10.72 acres in any way affect the value of the remaining property?

A. No, I would say it would have no affect on it at all.

14. Are you aware that there is a mortgage on this property?

A. Yes, I knew there was one. I didn't know whether it was closed or not. I knew there had been one.

15. In your opinion, would it be to the best interest of the infant, Arthur Trader Dawson, to have this property sold at this time for the purpose of applying the money from the sale to the mortgage?

A. I feel that it would definitely be to his advantage, yes.

16. Would you state your reasons for that?

A. Well the land, as it stands now, is practically useless. The first two hundred feet contains this deep ravine, and if it were sold to anybody except VIRGIL H. CARR, JAMES E. CARR, and A. ROLAND CARR, Co-PARTNERS TRADING AS ~~Carr Brothers~~ CARR BROS., they would have no means of access except by building a tremendously expensive road, or by coming around through the balance of the Dawson property, which would be not only costly, but would have a bad affect on the remaining Dawson property, to run a right of way through there to this 10.72 acres.

(Mr. Strauss waives cross examination)

CORRECTION MADE 12-10-58
NUNC PRO TUNC AS of Oct. 8, 1958
THE ORDER OF COURT signed Dec. 9, 1958

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer..... No .....

Signature..... Fred E. Voges .....

Thomas C. Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kirk)

1. Would you state your name, occupation and address?

A. Thomas C. Worthington. I am a realtor. My address is Towns-Worth Building, South Street, Annapolis, Maryland.

2. How long have you been in the real estate business?

A. I have been inthe real estate business nine years.

3. How long have you been in the real estate business in Anne Arundel County?

A. Nine years.

4. Would you name some of the clients for whom you have appraised?

A. The Labrow Estate, the Riggs National Bank, several of the lawyers in town and other private individuals.

5. Are you familiar with property in the second election District near Carr's Corner?

A. Yes, I am.

6. Are you familiar with certain property belonging to Arthur Trader Dawson near Carr's Corner?

A. Yes, I am.

7. Have you had the opportunity to look at the property described in the contract marked exhibit No. 6?

A. Yes, I examined this property early in July.

8. I hand you exhibit No. 7. Is this the property in question?

A. Yes, it is.

9. Would you describe the physical aspects of this property?

A. Well this property is roughly, a coffin shaped piece of property, with 175.99 feet on General's Highway. There is a large ravine on the frontage on the General's Highway. The land evens back about 200 feet from there. Then there is about six acres of flat, cleared land. Then it drops off to another depression at the rear of the property. The middle six acres, roughly, is cleared. The rest of the land is in second growth, scrub pine.

10. What, in your opinion, is the value of this property?

A. I would say the value of this property if $400.00 an acre.

11. Then in your opinion the sale of this property for $5,000.00 would be a fair and adequate sale?

A. I think it is a very fair price.

12. Are you familiar with the entire tract belonging to Arthur Trader Dawson?

A. Yes, I am.

13. Would the sale of the 10.72 acres be detrimental in any way to the balance of the property?

A. I don't think it would.

14. Are you aware that there is a mortgage on this entire Arthur Trader Dawson tract?

A. Yes, I am.

15. In your opinion, would it be to the best interest of the infant in these proceedings, to sell this property for the purpose of applying the/to this mortgage?

A. Yes, I believe it would.

16. Why do you say that?

A. I would say that this property is more valuable to the Carrs than to anyone else because of the difficulty of access to this property, due to the large ravine fronting on the General's Highway, which is the only access to this property. To get to this property, anyone else would have to put in a fill and build a very costly road to reach it.

(Mr. Strauss waives cross examination)

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QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer....No.....

Signature....Thomas C. Worthy, Jr.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 8th day of October, 1958.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00

S.M. $13.00 Gal SM

LIBER 116 PAGE 259

CHANCERY ORDER BOOK 143 PAGE 370

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, STATE OF FLORIDA. IN CHANCERY. N O. 24345

BLANCHE V. DAWSON,

Plaintiff,

v.

GEORGE H. DAWSON,

Defendant.

1253

FILED IN OFFICE
1952 MAR -3 PM 4:12
ARTHUR W. NEWELL, CLERK
CIR. CT. ORANGE CO. FLA.
BY [illegible] D.C.

FINAL DECREE

This matter coming on for hearing before the court upon report of the General Master of this court to whom said cause was referred for the taking of testimony herein and his recommendation and the motion of the plaintiff for a final decree and the court having considered the report of the General Master, including the testimony taken in said cause and his recommendations and findings, that the equities are with the plaintiff and she is entitled to the relief prayed for in her Bill of Complaint.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED as follows, to-wit:

1- That the Court has jurisdiction of the parties to this cause and of the subject matter of this suit.

2- That the report of the General Master and his findings therein contained be and the same are hereby approved and confirmed.

3- That the bonds of matrimony heretofore existing between the plaintiff, BLANCHE V. DAWSON, and the defendant, GEORGE H. DAWSON, be and the same are hereby dissolved and the plaintiff, BLANCHE V. DAWSON, is hereby given and granted a full, complete and absolute divorce of and from the defendant, GEORGE H. DAWSON.

4- That the plaintiff, BLANCHE V. DAWSON, be authorized to assume her maiden name of BLANCHE VIRGINIA SOUERS and to use the same in all respects as if the marriage had not intervened.

DONE AND ORDERED in Chambers at Orlando, Florida, this 3d day of March, 1952.

Frank E. Smith
Judge

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ORANGE COUNTY, FLORIDA ON MAR 3 1952 AT 4:12 O'CLOCK P M AND RECORDED IN CHANCERY ORDER BOOK NO. 143 PAGE 370 AND RECORD VERIFIED

Arthur W. Newell
CLERK

Examiner's Exh. #1
Dawson vs. Dawson
#12818 Equity

FILED
1958 OCT -8 AM 10:55

Examiner

34

In The Circuit Court, Orange County, State of Florida

State of Florida }
County of Orange } ss.

I, ARTHUR W. NEWELL, Clerk of the Circuit Court in and for the County and State afore said, do hereby certify that the foregoing, comprising one Page, constitutes a true and correct copy and literal transcript of Final Decree of Divorce between Blanche V. Dawson, plaintiff vs George H. Dawson, Chancery Case No.24345 filed and recorded March 3,1952

as the same now appear among the files and records of said Court.

AND I FURTHER CERTIFY that the said Circuit Court is a Court of Record with an official seal and that I am the custodian of the records and of the seal of the said Court and that this attestation is in due form and in accordance with the laws of the State of Florida.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the official seal of said Court at the Court House in Orlando, Orange County, Florida, this the 6th day of August A. D. 1958.

ARTHUR W. NEWELL, CLERK

By L. M. Robinson D. C.

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LIBER 116 PAGE 261

Plumbing & Heating . . . WALTER . H . McNEW

PHONE COLONIAL 3-3646 — 1820 GEORGE STREET ✦ ANNAPOLIS, MARYLAND

Mrs. Catherine Dawson

Box 65, Arnold, Md.

July 1, 1958

Balance	$24.01

Pltf's
Examiner's Exh. #4
Dawson vs. Dawson
#17818 Equity
Milton M. Arnold, Examiner

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1958 OCT -8 AM 10:51

36

STATEMENT

LIBER 116 PAGE 262

FILL DIRT • SAND • GRAVEL • EQUIPMENT NTALS • DRAIN FIELDS

EXCAVATING & GRADING • STORM WATER LINES • SEWER LINES • FRESH WATER LINES

COLBURN CONTRACTING COMPANY

EXCAVATING & PIPE CONTRACTORS

1799 WEST STREET — ANNAPOLIS, MARYLAND
COLONIAL 8-1357

Mrs. K. T. Dawson
Arnold, Md.

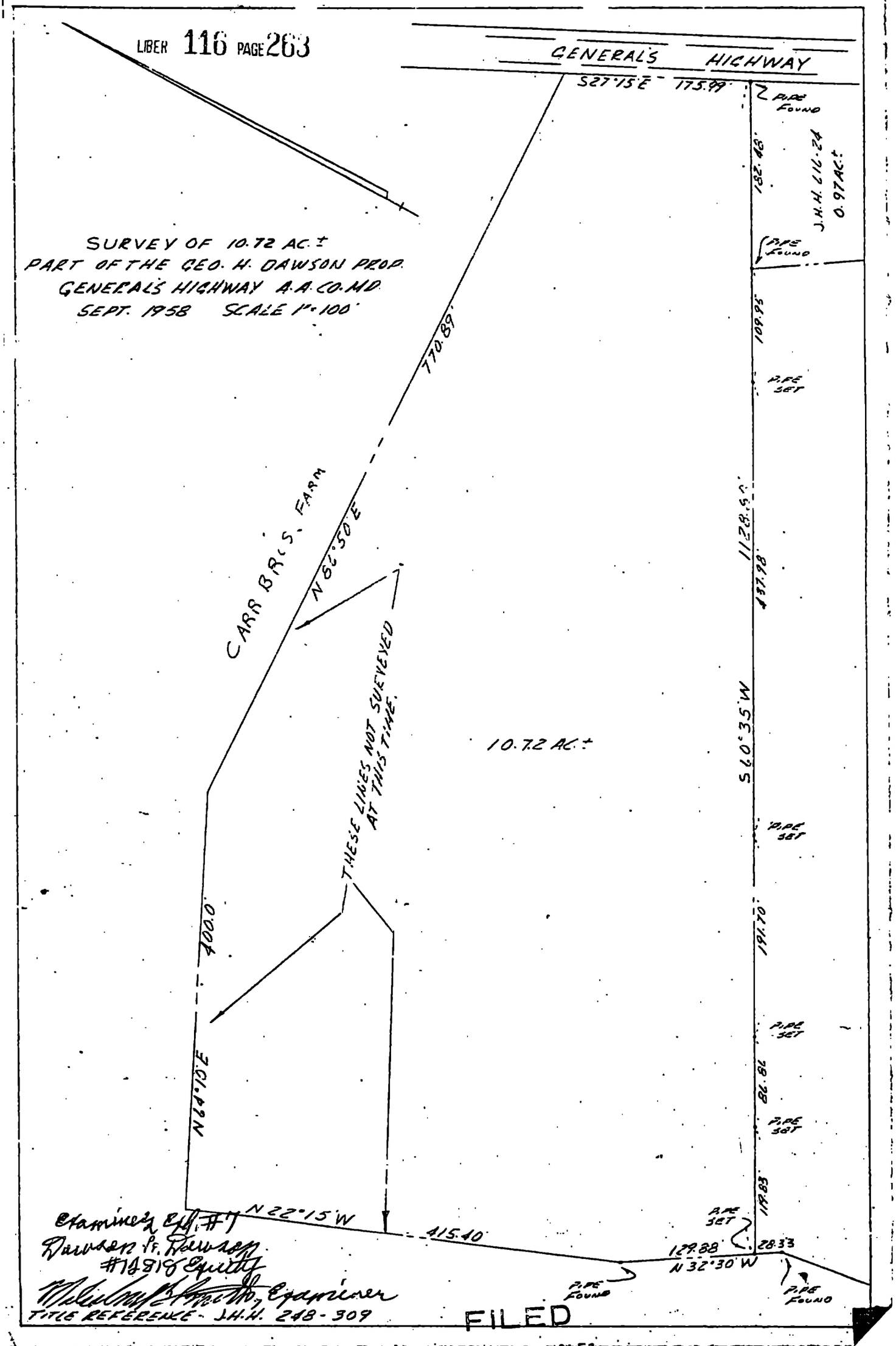
No. .....

Date 3-19-58

Labor & Materials to Crown fill and grade drive entrance at Dawson property on Generals Highway		
Paid on Account	$ 200.	00
June 6, 1958	130	00
Balance	$ 70	00

Examiner's Exh. #5
Dawson vs. Dawson
#12818 Equity
1958 OCT -8 AM 10:51
Malcolm Schnauffer, Examiner

37



Examined Exh. #7
Dawson Sr. Dawson
#14818 Equity
[signature], Examiner

TITLE REFERENCE - J.H.H. 248-309

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1958 OCT -8 AM 10:51

Liber	No.	Folio	Date	
R.G.P.	3	283	1953 2-17	Bond, Prtition for letters Passed by Order of Court. Information Report filed. Notice to Creditors given.
R.G.P.	5	435	2-17	Petition to complete contract Passed by Order of Court.
R.G.P.	5	477	4-14	Petition for refund passed by Order of Court. Certificate of publication Notice to creditors fi filed.
R.G.P.	5	170	12-8	Personal Inventory passed by Order of Court $3,565.15
R.G.P.	6	152	12-8	Petition to transfer pick-up passed by Order of Court.
R.G.P.	6	152	12-8	Petition to transfer chevrolet pick-up passed by Order of Court.
R.G.P.	1	10	12-8	List of Debts receivable approved by the Court.
R.G.P.	4	287	12-8	Inventory Real Estate passed by Order of Court. Tax on Real Estate Paid $5,810.84
R.G.P.	6	241	1954 3-16	Petition to sell chattels passed by Order ofCourt.
R.G.P.	6	241	3-16	Petition to sell miscellaneous chattels, passed by Order of Court.
H.S.C.	1	336	11-1	Petition to abondon claims from Inventory,passed by Order of Court.
H.S.C.	1	392	1956 1-3	Petition to pay funeral expenses passed by the Court.
H.S.C.	1	396	1-17	Petition for counsel fee, passed by the Court.
H.S.C.	1	397	1-17	Petition to allow expenses, passed by the Court.
R.G.P.	5	408	1-24	Final Account passed by the Court. $5,452.68

ESTATE CLOSED

The above is a true copy of all entries in Docket #243 R.G.P. 3, folio 393.

Examiner's Exh. #8
Dawson vs. Dawson
#12818 Equity
Walter M. Smith, Examiner

H. Stanley Clark
H. Stanley Clark
Register

FILED
1958 OCT -8 AM 10:51

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LIBER 116 PAGE 265

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Docket Entries

Estate of

George H. Dawson

late of said County deceased

taken from the original entries

~~Administration Docket R.G.P 3, folio 393,~~

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 6th *day of* October *in the year of our Lord, nineteen hundred and fifty* -eight.

H. Stanley Clark

Register of Wills for Anne Arundel County

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KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	:	NO. 12,818 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ARTHUR TRADER DAWSON, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	:	

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered,

It is thereupon, this 20th day of October, 1958, ADJUDGED, ORDERED and DECREED that the contract, herein, for the sale of approximately 12.3 acres of unimproved land, which land was later found to be 10.72 acres of land by J. R. McCrone, Jr., Registered Engineers and Land Surveyors as shown on the plat thereof filed herein as Examiner's Exhibit No. 7 and described as follows:

Beginning for the same at a pipe set North 32° 30' West, 28.33 feet from a pipe found at the end of the South 32° 30' East, 158.20 foot line of the conveyance from Wilfred T. Azar and Mary Azar, his wife, to George H. Dawson, by deed dated November 14, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 309; thence with part of said line, reversely, North 32° 30' West, 129.88 feet to a pipe found; thence continuing with the outlines of said conveyance, North 22° 15' West, 415.40 feet; North 64° 10' East, 400 feet and North 86° 50' East, 770.89 feet to intersect the west side of Generals Highway; thence with the same, South 27° 15' East, 175.9 9 feet to a pipe found at the northeast corner of the conveyance from George H. Dawson and Blanch S. Dawson, his wife, to Leonidas R. Wright and Sara O. Wright, his wife, by deed dated March 22, 1951 and recorded in Liber J.H.H. 616, folio 24; thence with the northernmost line of the second mentioned conveyance, South 60° 35' West, 1128.80 feet to the place of beginning. Con-

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41

taining 10.72 acres, more or less, being the same property as set out in said contract of sale marked Examiner's Exhibit No. 6, by and between Katherine T. Dawson, Mother and next of Friend of Arthur Trader Dawson, Infant, and VIRGIL H. CARR, JAMES E. CARR, 3rd & A. ROLAND CARR, CO-PARTNERS TRADING AS CARR BROS. ~~Garr Brothers~~, said property being part of the same property conveyed to George Housley Dawson, now deceased, by deed dated November 3, 1951, from Wilfred T. Azar and wife and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 248, folio 309; be, and it is hereby, ratified and confirmed; and William W. Townshend, Jr. is hereby appointed Trustee to convey all the right, title and interest of the infant Arthur Trader Dawson, in said property in accordance with the terms and provisions of the aforesaid contract, as corrected by the aforesaid survey.

And the Trustee, before executing the power conferred upon him by this Decree shall file with the Clerk of this Court a bond to the State of Maryland and executed by himself and a surety or sureties to be approved by this Court in the penalty of Five Thousand Dollars conditioned upon the faith ful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in these proceedings.

And upon receipt of the purchase money from the sale, said Trustee shall convey the right, title and interest of the infant, Arthur Trader Dawson, in said property to the purchasers by a good and sufficient deed and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit.

Matthew S. Evans
Judge

CORRECTION MADE 12-10-48 (NUNC PRO TUNC AS OF OCT. 21, 1948) BY ORDER OF COURT, SIGNED MATTHEW S. EVANS, JUDGE

42

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

LIBER 116 PAGE 268

LIBER 9 PAGE 450
no. 12,818
Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William W. Townshend, Jr.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of October in the year of our Lord one thousand nine hundred and fifty-eight

WHEREAS, the above bounden William W. Townshend, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed Trustee to sell real estate

mentioned in the proceedings in the case of Katherine T. Dawson

vs:

Arthur Trader Dawson, infant
No. 12818 Equity

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William W. Townshend, Jr.

do and shall well and faithfully perform the trust reposed in ~~him~~ by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

William C. Kirk

William W. Townshend (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Fidelity and Deposit Company of Maryland

By William C. Kirk *As to Surety*

By Cary L. Meredith Jr. *Attorney-in-Fact*

Bond filed and approved
This 27th day of October 1958
George T. Cromwell, Clerk

FILED
1958 OCT 27 AM 10:32

MD3116a—250, 2-55 *139985*
Trustee's Bond

43

LIBER 116 PAGE 269

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	:	NO. 12,818 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
ARTHUR TRADER DAWSON, Infant Old Annapolis Boulevard P.O. Box 65 Arnold, Maryland	:	

CORRECTION ORDER - 12-10-58
NUNC PRO TUNC AS OF OCT. 27, 1958
FOR ORDER & COURT SIGNED Dec. 9, 1958

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of William W. Townshend, Jr., Trustee, appointed by the Decree in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said Decree, he did sell to VIRGIL H. CARR, JAMES E. CARR, AND A. ROLAND CARR, CO-PARTNER TRADING AS CARR BROS. ~~Carr Brothers~~ the property mentioned in these proceedings under contract of sale filed in these proceedings, for the sum of Five Thousand Dollars ($5000.00), that is to say all that parcel of ground in the Second Election District of Anne Arundel County, State of Maryland, described as follows:

Beginning for the same at a pipe set North 32° 30' West, 28.33 feet from a pipe found at the end of the South 32° 30' East, 158.20 foot line of the conveyance from Wilfred T. Azar and Mary Azar, his wife, to George H. Dawson, by deed dated November 14, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 309; thence with part of said line, reversely, North 32° 30' West, 129.88 feet to a pipe found; thence continuing with the outlines of said conveyance, North 22° 15' West, 415.40 feet; North 64° 10' East, 400 feet and North 86° 50' East, 770.89 feet to intersect the west side of Generals Highway; thence with the same, South 27° 15' East, 175.99 feet to a pipe found at the northeast corner of the conveyance from George H. Dawson and Blanch S. Dawson, his wife, to Leonidas R. Wright and

FILED
1958 OCT 27 AM 10:32

Sara O. Wright, his wife, by deed dated March 22, 1951 and recorded in Liber J.H.H. 616, folio 24; thence with the northernmost line of the second mentioned conveyance, South 60° 35' West, 1128.80 feet to the place of beginning. Containing 10.72 acres, more or less.

That the price obtained for the property is a fair and reasonable one, that the sale was fairly made, and that the ratification of the sale as made is recommended.

All of which is respectfully submitted,

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of October, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Trustee, and made oath in due form of law that the matter and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney

Grace Senseney, Notary Public

45

ORDER NISI

LIBER 116 PAGE 271

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant

versus

Arthur Trader Dawson, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,818 Equity

Ordered, this 27th day of October, 1958, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

The report states that the amount of sale was $ 5,000.00

George T. Cromwell, Clerk.

True Copy,

FILED 1958 OCT 27 AM 10:32

TEST: ....., Clerk.

(Final Order)

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant

versus

Arthur Trader Dawson, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 6th day of December, 1958 Finally that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
Judge

FILED
1958 DEC -8 AM 9:30

46

LIBER 116 PAGE 272 OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,818 Equity

KATHERINE T. DAWSON, Mother and Prochein Ami of ARTHUR TRADER DAWSON, infant

VERSUS

ARTHUR TRADER DAWSON, Infant

Ordered, this 27th day of October, 1958, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of December next.

The report states that the amount of sale was $5,000.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1958

We hereby certify, that the annexed

Order Nisi - Sale
Equity No 12818
Arthur Trader Dawson
(infant)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of December, 1958. The first insertion being made the 30th day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

DEC -3 AM 9:38

No. M. G. 5-285 1958

47

LIBER 116 PAGE 273

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant	:	NO. 12,818 EQUITY
	:	IN THE
Vs.	:	CIRCUIT COURT
ARTHUR TRADER DAWSON, Infant	:	FOR
		ANNE ARUNDEL COUNTY

PETITION TO CORRECT PURCHASERS' NAME

TO THE HONORABLE JUDGES OF SAID COURT:

Your Petitioner, William W. Townshend, Jr., Trustee, respectfully states:

1. That paragraph 9 of the original Petition for the Sale of Infant's Real Estate; the contract of sale of the property subject to these proceedings, marked Examiner's Exhibit No. 6, by and between Katherine T. Dawson, Mother and Next Friend of Arthur Trader Dawson, Infant, and Carr Brothers; the testimony filed herein; the Decree of Court dated October 20, 1958, in which your petitioner was appointed Trustee; and the Report of Sale filed herein by your petitioner, all refer to the name of the purchasers of the aforesaid property as "Carr Brothers", when, in fact, the purchasers are Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros.

2. That your petitioner did not have knowledge that the purchasers names had been referred to incorrectly until after this Honorable Court ratified said sale.

WHEREFORE, your petitioner prays that this Honorable Court:

1. Direct the Clerk to substitute, by interlineation, the correct names of the purchasers Virgil H. Carr, James E. Carr, and A. Roland Carr, co-partners trading as Carr Bros. for "Carr Brothers", on said Petition and contract of sale, and testimony, nunc pro tunc as of the dates filed; on said Decree of Court, nunc pro tunc as of October 20, 1958; and on said report of sale nunc pro tunc as of October 27, 1958; and

2. Finally ratify the sale to Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros.

FILED

1958 DEC -9 PM 1:48

48

3. Direct your petitioner as Trustee, to convey said property to Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros.

AND AS IN DUTY BOUND, etc.

William W. Townshend, Jr., Trustee

LIBER 116 PAGE 275

KATHERINE T. DAWSON, Mother and Prochein Ami of Arthur Trader Dawson, Infant	:	NO. 12,818 EQUITY
	:	IN THE
Vs.	:	CIRCUIT COURT
ARTHUR TRADER DAWSON, Infant	:	FOR
		ANNE ARUNDEL COUNTY

ORDER

Upon the aforegoing Petition, it is this 9th day of December, 1958, ORDERED by the Circuit Court for Anne Arundel County in Equity, that the Clerk of Court be, and he hereby is directed to substitute, by interlineation, the names of "Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros." for "Carr Brothers" on the original Petition, the contract of sale marked Examiner's Exhibit No. 6, and the Testimony filed herein, nunc pro tunc as of the date each was filed; on the Decree of this Court in these proceedings dated October 20, 1958, nunc pro tunc as of October 20,1958 and the Report of Sale filed herein, nunc pro tunc as of October 27, 1958; and

It is further ORDERED by this Court that the Report of Sale to Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros. filed herein by the Trustee, be and the same is hereby finally ratified and confirmed, and William W. Townshend, Jr., Trustee, is hereby directed to convey the property which is the subject of this proceeding to Virgil H. Carr, James E. Carr, and A. Roland Carr, Co-partners trading as Carr Bros.

Matthew S. Ennis
Judge

FILED

1958 DEC 10 AM 10:12

50

LIBER 116 PAGE 276

In the Case of

Katherine T. Dawson,
Mother and Prochein Ami of
Arthur Trader Dawson, Infant
vs.
Arthur Trader Dawson,
Infant

In the
Circuit Court
For
Anne Arundel County
No. 12,818 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

February 3, 1959

Laura K. Fickling
Auditor.

FILED
1959 FEB 17 AM 9:08

51

Dr. in ac.

Katherine T. Dawson, Mother and Prochein Ami of Arthur Trader Dawson, Infant vs. Arthur Trader Dawson, Infant

Trustee's Commissions Waived.				
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	76	25		
Clerk of Court - additional costs	3	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Louis M. Strauss - Guardian ad Litem	4	00		
Malcolm B. Smith - Examiner's fee	10	00		
Shirley M. Miller - Stenographer's fee	13	00		
Auditor - stating this account	18	00	137	15
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	20	00		
Register of Wills - certified copy of Administration Account	1	75		
Clerk of Court, Orlando, Fla. - certified copy of divorce decree	1	25		
Clerk of Court, A.A. Co. - certified copies of deed and mortgage	6	00		
Thomas C. Worthington and Fred E. Voges- appraisal and testimony	50	00		
J. R. McCrone - cost of survey	222	00		
T. Carroll Worthington - broker's commission	500	00		
Clerk of Court - partial release of mortgage	15	25		
Clerk of Court - Court costs in #4263 Law and #2702 Law	18	21		
Clerk of Court - Federal Lien Release		75		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Grace Senseney - notary fee		50		
Wm. W. Townshend, Jr., and William E. Kirk - fee for legal services rendered (Order 1/22/59)	250	00	1,105	21
To Trustee for taxes, viz:				
1959 State and County taxes on 29.03 acres and improvements	128	28	128	28
To Trustee for Open Accounts due, viz:				
Coburn Contracting Co. - labor and material to crown, fill and grade entrance to property	70	00	70	00
To The Capital City Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim (Order 1/29/59)	3,568	31	3,568	31
			5,008	95
Amount of Mortgage Claim Filed	5,629	05		
Cr. Amount allowed above	3,568	31		
Balance due	2,060	74		

52

with

William W. Townshend, Jr., Trustee

Cr.

1959				
Jan.	20	Proceeds of Sale (Contract dated 7/11/58)	5,000 00	5,000 00
		Refund 1958 State and County taxes paid by purchaser on 10.72 acres ($9.48) - adjusted to 1/20/59	8 95	8 95
				5,008 95

ORDER NISI LIBER 116 PAGE 279

Katherine T. Dawson, Mother and Prochein Ami of Arthur Trader Dawson, Infant
VERSUS
Arthur Trader Dawson, Infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,818 Equity.

ORDERED, This 17th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd. day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd. day of March next.

George T. Cromwell, Clerk

1959 FEB 17 PM 9:09

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 MAR 24 PM 3:23

Benjamin Michaelson
Judge

54

LIBER 116 PAGE 280

OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,818 Equity

KATHERINE T. DAWSON, Mother and Prochein Ami of ARTHUR TRADER DAWSON, Infant

versus

ARTHUR TRADER DAWSON, Infant

Ordered, this 17th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County; once in each of three successive weeks before the 23rd day of March next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 11, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,818
Auditor Account

Arthur Trader Dawson, infant

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of March, 1959. The first insertion being made the 19th day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1959 MAR 12 AM 11:47

No. M. G. 55

LIBER 116 PAGE 281

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,757
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LANHAM PARK BUILDERS, INCORPO-	:	FOR
RATED, a body corporate	:	ANNE ARUNDEL COUNTY
	: : :	

Mr. Clerk:

Please docket this case and file the original mortgage, mortgage note and statement of mortgage debt, and also record assignment as endorsed on mortgage.

George E. Rullman
Assignee

FILED
1958 JUL -7 PM 2:54

Mortgage
XXXXXXXXXX—INSTALLMENT

13,757

GIVEN FOR ________ AND SECURED BY XXXXXXXX Mortgage

ON LOT 30 and ½ of Lot 31 ////// Block 22, Section A, Plat No. 2, Rose Haven on the Bay, 8th Election District of Anne Arundel County, Maryland. XXX THXXXX

SUBJECT TO A XXXXXXX Mortgage FOR $ 12,000.00 DATED June 19 56

AT six % PLACED BY ________

Date: June 21st, 1956

$ 12,000.00 //Lanham Park Building,Inc.,a Maryland Corporation XXXXX

For Value Received By: John Robinson, President, promise to pay to the order of the Seat Pleasant Building and Loan Association, a Corporation, the sum of

- - - Twelve Thousand - - ($12,000.00) - - - - - - - - - - - - - - - DOLLARS,

with interest until paid at the rate of six per centum per annum.

Said principal and interest payable in monthly installments of Ninety - ($90.00) - - - - - - - - - - - - - - DOLLARS (with the privilege of making larger payments in any amount - - - - - - ________), on the ____ day of each and every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

Lanham Park Builders, Incorporated,
a Maryland Corporation.

By: John G Robinson Jr
John Robinson, President.

Address ________

This is to certify that this is Mortgage the note described in a XXXXXXXX to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in presence.

Robert L. Main
Notary Public

☞ Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19			

FILED
1958 JUL -7 PM 2:54

2

LIBER 116 PAGE 283

Deed of Trust Note

(INSTALLMENT)

From:
Lanham Park Builders, Inc.,
a Maryland Corporation,
By it's President,
John Robinson

To:
The Seat Pleasant Bldg. and
Loan Assn.,a Corporation

$ 12,000.00

Payable $90.00 *per month on the* ..... *day* of each and every month until paid

Interest at six (6%) *%, to be deducted out of each monthly payment and balance thereof applied to principal.*

Printed by Law Reporter Printing Co., 518 5th St. N.W., Wash., D. C.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment 19	Interest Due	To Principal	Balance Principal Due	Date of Payment 19	Interest Due	To Principal	Balance Principal Due

13 20

MARYLAND MORTGAGE FEE: C[illegible]es: Code

Law Reporter Blank No. 81
516 FIFTH ST. N.W., WASHINGTON, D.C.

LIBER 116 PAGE 284

LIBER 1040 PAGE 59

This Mortgage

12,751 Equity

Made this 21st *day of* June *in the year one thousand nine hundred and* Fifty-Six *, by and between* Lanham Park Builders, Incorporated, a Maryland Corporation, by it's President, John Robinson, Mortgagor

part y *of the first part, and*

The Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland, a duly incorporated body corporate, organized under the Laws of the State of Maryland, Mortgagee,

part y *of the second part:*

Whereas, the said Mortgagor is indebted unto the Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland, aforesaid, in the sum of Twelve Thousand ($12,000.00) Dollars, lawful money of the United States, together with any advances which may be made by the Mortgagee to the Mortgagor, or any subsequent owner of the Mortgaged premises, at any time before the indebtedness secured by this Mortgage is paid, and as evidenced by a Mortgage Note, with interest until paid at the rate of six per centum (6%) per annum; said principal and interest on said note to be payable in monthly installments of Ninety ($90.00) Dollars on the 21st day of each and every month after, until paid, each installment when so paid to be applied first to the payment of interest on the amount of the principal remaining due and unpaid, and the balance thereof credited to the principal with the privilege of making larger payments in any amount on account of said principal, not inconsistant with the terms of this Mortgage; and it is expressly agreed that if default be made in any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and the accrued interest thereon shall at the option of the holder thereof, at once become due and payable.

WHEREAS, it was and is a condition precedent to said Loan as hereinbefore referred to being made that the repaying with interest and fines as herein mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual Mortgage on the property hereafter described, wherefor this Mortgage is executed under and is to be construed by the Laws of Maryland.

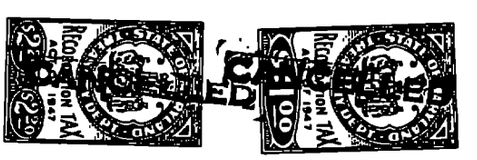
~~[illegible]~~

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* $12,000.00 *the said part* y *of the first part do* es *grant unto the said part* y *of the second part, in fee simple, all* that *piece or parcel of ground situate, lying and being in* Anne Arundel *County, State of Maryland, and described as follows, to wit:*

Lot 30 and ½ of Lot 31, Block 22, Section A, Plat No. 2, Rose Haven on the Bay, 8th Election District of Anne Arundel County, Maryland, as shown on a Plat of Rose Haven on the Bay, Plat 2, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 folio 6,

FILED

1958 JUL -7 PM 2:14



CANCELLED

CANCELLED

LIBER 116 PAGE 285

LIBER 1040 PAGE 60

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, it's successors and assigns forever. in fee simple.

Provided, that if the said Mortgagor, a Body Corporate, it's successors and assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on it's part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the party of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagor, a body corporate for itself and for it's successors, and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and, these presents are hereby declared to be made in trust and the said Mortgagee or it's successors and assigns or William H. McGrath, as Attorney or Agent is and are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, FIRST to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, and any and all payments on account of prior liens,

a body corporate, it's successors and assigns, overdue and paid by the mortgagee/ or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee, it's successors ~~personal representatives~~ and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor a body corporate, it's successors and ~~personal representatives~~ assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said Mortgagor, a body corporate, it's ~~xxxxxxxxxxxxxxxx~~ successors ~~heirs, executors, administrators~~ and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand ($13,000.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said Mortgagee, a Body Corporate, it's successors and assigns ~~personal representatives and assigns~~ it's to the extent of ~~his~~ their lien or claim hereunder.

Witness my hand and seal

Lanham Park Builders, Inc.

TEST: Robert L. Main — By: John Robinson, President

Robert L. Main

STATE OF MARYLAND
County of Prince George's } ss:

I Hereby Certify that on this 21st day of June in the year of our Lord one thousand nine hundred and Fifty Six before the subscriber, a Notary Public of the said State of Maryland in and for the County aforesaid, personally appeared in said State and County, John Robinson, President of Lanham Park Builders, Inc., a Maryland Corporation, grantor in the aforegoing deed and he acknowledged the foregoing Mortgage to be it's act.

Witness my hand and official seal.

Robert L. Main
Notary Public, Maryland
Robert L. Main

My Commission Expires: 5-6-57

STATE OF MARYLAND
County of Prince George's } ss:

I Hereby Certify that on this 21st day of June in the year one thousand nine hundred and Fifty-Six before the subscriber, a Notary Public in and for State and County aforesaid, personally appeared in said State and County, William Brainin, President of the Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland, a corporation, the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

Robert L. Main
Notary Public, Maryland
Robert L. Main

My Commission Expires:
May 6, 1957

Rec'd for record June 27 1956 at 10:20 A.M.
Mailed to William H. McGrath

ASSIGNMENT

For Value Received we hereby assign the within Mortgage to George E. Rullman, Attorney at Law, 140 South Street, Annapolis, Maryland, for the purpose of foreclosure

Witness my hand and seal this 11th day of June 1958.

TEST: By: Robert L. Main
Robert L. Main-Secretary

Seat Pleasant Bldg. & Loan, Inc.
By: William H. McGrath [SEAL]
William H. McGrath-President

} ss:

I Hereby Certify that on this day of in the year one thousand nine hundred and before the subscriber, a in and for aforesaid, personally appeared

above-named assignee , and made oath that he ha not required the Mortgagor , h agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor or any person for h during the existence of this Mortgage.

Witness my hand and official seal.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 JUL -7 PM 2:20
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 62
GEO. T. CROMWELL, CLERK

File on Equity 12,751 (8) D

Mortgage

FROM

Lanham Park Builders, Inc.
a Maryland Corporation,
By it's President,
John Robinson

TO

The Seat Pleasant Building and
Loan Association of
Seat Pleasant, Maryland

Received for Record on the day of at o'clock, M., and recorded in Liber No. at folio one of the Land Records for the Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 JUN 27 AM 10:39
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 59
GEO. T. CROMWELL, CLERK

Return to:
William H. McGrath
Attorney at Law
6807 Roosevelt Avenue
Seat Pleasant, Maryland
REdwood 5-7500

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D.C.

RELEASE

hereby release the within Mortgage.

Witness my hand and seal this day of , 19

TEST: [SEAL]

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LANHAM PARK BUILDERS, INCORPO-	:	FOR
RATED, a body corporate	:	ANNE ARUNDEL COUNTY
	: : :	12,751

STATEMENT OF MORTGAGE DEBT

Lot #30 and ½ of Lot 31

Amount of loan	$12,000.00
Disbursed on loan.	9,600.00
Balance to be disbursed.	2,400.00
Legal Fees and Insurance	338.40
Taxes - Paid by Association.	162.08
Interest from July 10, 1956 to June 30, 1958 on disbursed amount of $9,600.00	1,074.80
There is a credit due the Mortgagor in the sum of.	56.00

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:-

I hereby certify that on this 16th day of June, 1958, before the subscriber, a Notary Public of the State of Maryland in and for Prince George's County, personally appeared Robert L. Main, Secretary of the Seat Pleasant Building and Loan Association, a corporation, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Maxine R. Buccolliero

Maxine R. Buccolliero, Notary Public, Md.

My Commission Expires
May 4, 1959

FILED
1958 JUL -7 PM 2:54

8

F. 21738 500 9-55 Made in U.S.A.

EQUITY # 12,751
IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LANHAM PARK
BUILDERS, INC.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 116 PAGE 289 LIBER 9 PAGE 375

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of July, in the year of our Lord 1958

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Lanham Park Builders, Inc., to Seat Pleasant Bldg. & Loan Association bearing date the twenty-first day of June, 1956 and recorded among the Land mortgage records of Anne Arundel County in Liber G.T.C. No. 1040 Folio 65 and assigned to George E. Rullman for the purpose of foreclosure

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Carolyn D. Napier

Carolyn D. Napier

George E. Rullman [SEAL]

George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Estelle M. Fiedler

Estelle M. Fiedler

Attorney-in-fact

FILED

1958 JUL 31 PM 2:06

Approved this 31 July 1958
George J. Crombell, Clerk

9

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE, LYING AND BEING IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ROSE HAVEN, IMPROVED BY A ONE-STORY BRICK-CRETE CONSTRUCTION, SIX ROOMS AND BATH

Under and by virtue of the power of sale contained in a mortgage from Lanham Park Builders, Incorporated, a Maryland Corporation, to the Seat Pleasant Building and Loan Association, a body corporate of the State of Maryland, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1040, folio 49, which mortgage has been duly assigned to the undersigned, as assignee, for foreclosure, said Assignee is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, August 5, 1958

at 10:30 A.M.

the following described property, namely

All those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:

Being known and designated as lot 30 and one half of lot 31, Block 22, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven, Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Assignee,
140 South St., Annapolis, Md.

10

LIBER 116 PAGE 291

PURCHASERS CERTIFICATE August 5, 1958

I hereby certify that representing the Seat Pleasant Building and Loan Association, I did purchase on behalf of said Association, the property described on the reverse side hereof at Public Sale at the Court House Door, Annapolis, Maryland on the above date at and for the sum of $9,500.00 it being then and there the highest bid therefor and on behalf of the Association, I agree to comply with the terms of sale.

SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

by: Robt L. Main
Robert L. Main, Secretary

AUCTIONEERS CERTIFICATE

I hereby certify that as Auctioneer, I offered the property described on the referse side hereof at the Court House Door Annapolis, Maryland, on the above mentioned date, and sold the property to the Seat Pleasant Building and Loan Association for the sum of $9,500.00 it being then and there the highest bid.

George W. Scible, Auctioneer

~~FILED~~ VOID
~~1958 AUG 6 PM 3:19~~

FILED
1958 AUG -6 AM 10:25

)1

IN THE MATTER OF THE SALE OF : EQUITY #12,751
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT
LANHAM PARK BUILDERS, INC. : FOR ANNE ARUNDEL COUNTY
a body corporate : : :

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of George E. Rullman, Assignee for the sale of the Mortgage in these proceedings, respectfully shows:-

That under and by virtue of the power of Sale contained in a mortgage, said mortgage having been duly assigned to George E. Rullman, as Assignee, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday August 5, 1958, at ten thirty o'clock a.m. and then and there sold the property to Seat Pleasant Building and Loan Association, Seat Pleasant, Maryland, at and for the sum of Nine Thousand Five Hundred Dollars ($9,500.00), it then and there being the highest bidder therefor, which property is as follows:

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:

FILED
1958 AUG -6 AM 10:25

12

BEING known and designated as Lot 30 and one half of lot 31, Block 22, Section A, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven, Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

SAID property being improved by a One-story brick-crete construction, six rooms and bath.

AND the said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also recieved the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale.

Respectfully submitted,

George E. Rullman
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 5th day of August, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Barbara Ann Thompson, Notary Public

13

ORDER NISI

LIBER 116 PAGE 294

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

LANHAM PARK BUILDERS, INC.
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,751 Equity

Ordered, this 6th day of August, 1958, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Assignee ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale ~~to be~~ was $ 9,500.00

FILED 1958 AUG 6 AM 10:25

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

LANHAM PARK BUILDERS, INC.
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of September, 1958, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is Finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

/Benjamin Michaelson
Judge

FILED
1958 SEP 16 PM 3:22

14

LIBER 116 PAGE 295 OFFICE OF

Public Sale
OF VALUABLE RESIDENCE PROPERTY

Situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, Rose Haven, improved by a one-story brick-crete construction, six rooms and bath.

Under and by virtue of the power of sale contained in a mortgage from Lanham Park Builders, Incorporated, a Maryland Corporation, to the Seat Pleasant Building and Loan Association, a body corporate of the State of Maryland, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1040, folio 49, which mortgage has been duly assgned to the undersigned, as assignee, for foreclosure, said Assignee is to make sale of property therein described, default having occurred thereunder, will offer for public sale at anction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, AUGUST 5, 1958 at 10:30 A.M.

The following described property: namely

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:.

Being known and designated as Lot 30 and one half of lot 31, Block 22, Section A, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven, Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

15

GEORGE E. RULLMAN
Assignee
140 South Street, Annapolis, Maryland.
GEORGE W. SCIBLE
Auctioneer.

A-4

FILED
1958
AUG 12 PM 1:11

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Public Sale

No. 12,751 Equity

Lanham Park Builders, Inc.

Folio 49

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of August, 1958. The first insertion being made the 10th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 116 PAGE 296 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,751 Equity

In the Matter af the sale of the Mortgaged Real Estate of LANHAM PARK BUILDERS, INC. a body corporate

Ordered, this 6th day of August, 1958. That the sale of the property in these proceedings mentioned, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $9,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
A-29

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,751
Lanham Park Buildings, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of September, 1958. The first insertion being made the 8th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 36-79 1958 SEP -9 PM 12:16 By H. Tilghman

16

LIBER 116 PAGE 297

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of MS.

Lanham Park Builders, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 12,751 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Dahlenburg
Auditor.

February 19,1959

FILED

1959 FEB 20 AM 9:48

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lanham Park Builders, Inc. in ac.

To Assignee for Commissions, viz:	315	00	315	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	43	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	70		
Shirley M. Miller - Stenographer's fee	25	00		
Auditor - stating this account	18	00		
			98	70
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	18		
National Surety Corporation-bond premium	48	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Barbara Ann Thompson - notary fee		50	146	95
To Assignee for Taxes, viz:				
1958 State and County taxes ($158.10) - 7 months 5 days	94	43		
1958 Garbage collection tax ($6.50) - from 7/1/58 to 8/5/58 - 1 mo. 5 days	1	26	95	69
To Assignee for Liens, viz:				
Walter H. McNew - in full for Mechanics' lien claim (Decree of 2/4/59,) viz:				
Debt $ 904.50				
Interest from 2/15/57 to 8/5/58 80.05				
Recording fee 6.75	991	30	991	30
To The Seat Pleasant Building and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,852	36	7,852	36
			9,500	00
Amount of mortgage claim filed:				
Principal balance	9,600	00		
Interest from 7/10/56 to 6/30/58	1,074	80		
Interest to day of sale - 8/5/58	57	60		
Legal fees and insurance	338	40		
Taxes paid by mortgagee	162	08		
	11,232	88		
Credit due mortgagor	56	00		
	11,176	88		
Cr. Amount allowed above	7,852	36		
Balance subject to decree in personam	3,324	52		

18

with

George E. Rullman, Assignee

Cr.

1958				
Aug.	5	Proceeds of Sale	9,500 00	9,500 00
				9,500 00

LIBER 116 PAGE 300

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

~~VERSUS~~

of

Lanham Park Builders, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,751 Equity.

ORDERED, This 20th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of March, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 31 PM 3:43

FILED

1959 FEB 20 AM 9:48

Benjamin Michaelson

Judge

20

LIBER 116 PAGE 301

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,751 Auditor Account Lanham Park Builders, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of March, 1959. The first insertion being made the 21st day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,751 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Lanham Park Builders, Inc.

Ordered, this 20th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-7

FILED

No. M. G. 65-45

1959 MAR 16 PM 1:32

21

LIBER 116 PAGE 302

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12,752
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LINHAM PARK BUILDERS, INCORPO-	:	FOR
RATED, a body corporate	:	ANNE ARUNDEL COUNTY
	: : :	

Mr. Clerk:

Please docket this case and file the original mortgage, mortgage note and statement of mortgage debt, and also record assignment as endorsed on mortgage.

George E. Rullman
Assignee

FILED
1958 JUL -7 PM 2:55

Law Reporter Blank No. 413

LIBER 116 PAGE 303

Equity No 12,752

Mortgage ~~Deed of Trust~~ NOTE—INSTALLMENT

GIVEN FOR ________ AND SECURED BY Mortgage ~~Deed of Trust~~

ON LOT 32 and ½ of Lot 31, Blk. 22 ~~Sec.~~ Section A, Plat No. 2 Rose Haven on the Bay, 8th Election District of Anne Arundel County, Maryland.

Mortgage ~~Deed of Trust~~

SUBJECT TO A ~~DEED OF TRUST~~ Mortgage FOR $ 12,000.00, DATED June 21st 19 56

AT six % PLACED BY ________

Date: June ____, 1956

$ 12,000.00 Lanham Park Builders, Inc. a Maryland Corporation, ~~We~~

For Value Received By: John Robinson, President promise to pay to the order of the Seat Pleasant Building and Loan Association, a corporation ~~the sum of~~ the sum of Twelve Thousand ($12,000.00) - - - - - - - - - - - - DOLLARS, with interest until paid at the rate of six per centum per annum.

Said principal and interest payable in monthly installments of Ninety - ($90.00) - - - DOLLARS (with the privilege of making larger payments in any amount - - - - - - - - - - - - ________), on the ____ day of each and every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

Lanham Park Builders, Incorporated,
a Maryland Corporation,
By: John G. Robinson Jr.
John Robinson, President

Address ________

This is to certify that this is Mortgage the note described in a ~~Deed of Trust~~ to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in my presence.

Robert L. Main
Notary Public

☞ Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19			

FILED

1958 JUL -7 PM 2 54

2

Deed of Trust Note

(INSTALLMENT)

From:
The Lanham Park Builders,Inc.
a Maryland Corporation,
By it's President,
John Robinson

to: The Seat Pleasant Bldg. &
Loan Assn. a Corporation
$ 12,000.00

Payable $90.00 *per month on the .... day* of each and every month until paid.
Interest at six (6%) % *to be deducted out of each monthly payment and balance thereof applied to principal.*

Printed by Law Reporter Printing Co., 518 5th St. N.W., Wash., D. C.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19			

3

13.20

MARYLAND MORTGAGE FEE: as: Code

LIBER 116 PAGE 305

Law Reporter Blank No. 81
515 FIFTH ST. N.W., WASHINGTON, D.C.

21.50

LIBER 1040 PAGE 65

This Mortgage

5.752 Equity

Made this 21st *day of* June *in the year one thousand nine hundred and* Fifty-Six *, by and between* Lanham Park Builders, Incorporated, a Maryland Corporation, by it's President, John Robinson, Mortgagor,

party of the first part, and

The Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland, a duly incorporated body corporate, organized under the Laws of the State of Maryland, Mortgagee,

party of the second part:

Whereas, the said Mortgagor is indebted unto the Seat Pleasant Building and Loan Association of Seat Pleasant, Maryland, aforesaid, in the sum of Twelve Thousand ($12,000.00) Dollars, lawful money of the United States, together with any advances which may be made by the Mortgagee to the Mortgagor or any subsequent owner of the Mortgaged premises, at any time before the indebtedness secured by this Mortgage is paid, and as evidenced by a Mortgage Note, with interest until paid at the rate of six per centum (6%) per annum; said principal and interest on said Note to be payable in monthly installments of Ninety ($90.00) Dollars on the 21st day of each and every month after, until paid, each installment when so paid to be applied first to the payment of interest on the amount of the principal remaining due and unpaid, and the balance thereof credited to the principal, with the privilege of making larger payments in any amount on account of said principal, not inconsistant with the terms of this Mortgage; and it is expressly agreed that if default be made in any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and the accrued interest thereon shall at the option of the holder thereof, at once become due and payable.

WHEREAS, it was and is a condition precedent to said loan as hereinbefore referred to being made that the repaying with interest and fines as herein mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual Mortgage on the property hereafter described, wherefor this Mortgage is executed under and is to be construed by the Laws of Maryland.

~~[illegible]~~

~~[illegible]~~ .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* $12,000.00 *the said party of the first part does grant unto the said party of the second part, in fee simple, all* that *piece or parcel of ground situate, lying and being in* Anne Arundel *County, State of Maryland, and described as follows, to wit:*

Lots 32 and ½ of Lot 31, Block 22, Section A, Plat No. 2, Rose Haven on the Bay, 8th Election District of Anne Arundel County, Maryland, as shown on a Plat of Rose Haven on the Bay, Plat 2, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 folio 6.

Pltffs'. Exhibit No. 5

No. 12,751-2 Equity

22-Jan 59

FILED

1958 JUL -7 PM 2:14

CANCELLED

CANCELLED

4

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, it's successors and assigns forever. in fee simple.

Provided, that if the said Mortgagor, a body corporate, it's successors and assigns, shall pay or cause to be paid the aforesaid notes, according to the tenor thereof, and shall perform all the covenants herein on it's part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the party of the first part shall possess the aforesaid property; upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagor, a body corporate for itself and for it's successors and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust and the said Mortgagee or it's successors and assigns or William H.McGrath, as Attorney or Agent is and are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, FIRST to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, and any and all payments on account of prior liens,

a body corporate, it's successors and assigns, overdue and paid by the mortgagee/ or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee, it's /successors ~~personal representatives~~ and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor, a body corporate, it's successors and ~~personal representatives~~ assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said Mortgagor, a body corporate, it's ~~successors and assigns~~ successors ~~heirs, personal representatives, administrators~~ and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand ($13,000.00) Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said Mortgagee, a Body Corporate, it's successors and assigns, ~~personal representatives and assigns~~ to the extent of his, her, or their lien or claim hereunder.

Witness my hand and seal

TEST: Robert L. Main — Lanham Park Builders, Inc.
Robert L. Main — By: John D. Robinson [SEAL]
John Robinson, President

[SEAL]

STATE OF MARYLAND
County of Prince George's } ss:

I Hereby Certify that on this 21st day of June in the year of our Lord one thousand nine hundred and Fifty Six before the subscriber, a Notary Public of the said State of Maryland in and for the County aforesaid, personally appeared in said State and County, John Robinson, President of Lanham Park Builders, Inc., a Maryland Corporation, grantor in the aforegoing deed and he acknowledged the foregoing Mortgage to be it's act.

Witness my hand and official seal.

Robert L. Main
Notary Public, Maryland
Robert L. Main

My Commission Expires: 5-6-57

STATE OF MARYLAND
County of Prince George's } ss:

I Hereby Certify that on this 21st day of June in the year one thousand nine hundred and Fifty-Six before the subscriber, a Notary Public in and for State and County, aforesaid, personally appeared in said State and County, William Brainin, President of the Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland, a Corporation, the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

Robert L. Main
Notary Public, Maryland
Robert L. Main

My Commission Expires: 5-6-57

Rec'd for record June 27 1956 at 10:39 A.M.
Mailed to William H. McGrath

6

1

LIBER 116 PAGE 308

ASSIGNMENT

For Value Received we hereby assign the within Mortgage to George E. Rullman, Attorney at Law, 140 South Street, Annapolis, Maryland, for the purpose of foreclosure

Witness my hand and seal this 11th day of June, 1958.

Seat Pleasant Bldg. & Loan, Inc.

TEST: Robert L. Main
Robert L. Main-Secretary

By: William H. McGrath [SEAL]
William H. McGrath-President

ss:

I Hereby Certify that on this day of in the year one thousand nine hundred and before the subscriber, a in and for aforesaid, personally appeared

above-named assignee, and made oath that he ha not required the Mortgagor, h agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor or any person for h during the existence of this Mortgage.

Witness my hand and official seal.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 JUL -7 PM 2:20
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 68
GEO. T. CROMWELL, CLERK

File on 6/12/752

Mortgage

FROM

Lanham Park Builders, Inc.
a Maryland Corporation,
By it's President,
John Robinson

TO

The Seat Pleasant Building and Loan Association, of Seat Pleasant, Maryland,

Received for Record, on the ___ day of ___ A.D. 19__, at ___ o'clock ___ M., and recorded in Liber No. ___ at folio ___ one of the Land Records for the ___

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 JUN 27 AM 10:39
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 65
GEO. T. CROMWELL, CLERK

Clerk.

Return to:
William H. McGrath
Attorney at Law
6807 Roosevelt Avenue
Seat Pleasant, Maryland

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

RELEASE

hereby release the within Mortgage.

Witness my hand and seal this day of , 19

TEST: [SEAL]

LIBER 116 PAGE 309

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 12752
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LANHAM PARK BUILDERS, INCORPO-	:	FOR
RATED, a body corporate	:	ANNE ARUNDEL COUNTY

: : :

STATEMENT OF MORTGAGE DEBT

Lot #32 and ½ of Lot 31

Amount of loan.	$12,000.00
Disbursed on loan	9,600.00
Balance to be disbursed	2,400.00
Legal Fees and Insurance.	338.40
Taxes - Paid by Association	162.08
Interest from July 10, 1956 to June 30, 1958 on disbursed amount of $9,600.00	1,074.80
There is a credit due the Mortgagor in the sum of.	56.00

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, to wit:-

I hereby certify that on this 18th day of June, 1958, before the subscriber, a Notary Public of the State of Maryland in and for Prince George's County, personally appeared Robert L. Main, Secretary of the Seat Pleasant Building and Loan Association, a corporation, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Maxine R. Buccoliero, Notary Public Md

My Commission Expires
May 4, 1959

FILED

1958 JUL -7 PM 2:55

F. 21788 500 9-35 Made in U.S.A.

EQUITY # 12,752
IN THE M TER OF THE MORTGAGED
REAL ESTATE OF LANHAM PARK
BUILDERS, INC. LIBER 116 PAGE 310

LIBER 9 PAGE 376

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of July, in the year of our Lord 1958

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Lanham Park Builders, Inc to Seat Pleasant Bldg. and Loan Association bearing date the twenty-first day of June, 1956 and recorded among the ~~Mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1040 Folio 49 and assigned to George E. Rullman for the purpose of foreclosure

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Carolyn D. Napier
Carolyn D. Napier

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Estelle M. Fiedler
Estelle M. Fiedler

Attorney-in-fact

FILED
1958 JUL 31 PM 2:07

Approved this 31 July, 1958
George T. Cromwell, Clerk.

9

LIBER 116 PAGE 311 Equity 12752

GEORGE W. SCIBLE - Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE, LYING AND BEING IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ROSE HAVEN, IMPROVED BY A ONE-STORY BRICK-CRETE CONSTRUCTION, SIX ROOMS AND BATH

Under and by virtue of the power of sale contained in a mortgage from Lanham Park Builders, Incorporated, a Maryland Corporation, to the Seat Pleasant Building and Loan Association, a body corporate of the State of Maryland, dated June 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber, G. T. C. 1040, folio 65, which mortgage has been duly assigned to the undersigned, as assignee, for foreclosure, said Assignee is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, August 5, 1958

at 11:00 A.M.

The following described property, namely:

All those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:

Being known and designated as Lot 32 and one half of lot 31, Block 22, Section A, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven, Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Assignee,
140 South St., Annapolis, Maryland

10

PURCHASERS CERTIFICATE August 5, 1958

I hereby certify that representing the Seat Pleasant Building and Loan Association, I did purchase on behalf of said association, the property described on the reverse side hereof at Public Sale at the Court House Door, Annapolis, Maryland on the above date; at and for the sum of $9,500.00, it being then and there the highest bid therefor and on behalf of the Association, I agree to comply with the terms of sale.

G. W. Scible

SEAT PLEASANT BUILDING AND LOAN ASSOCIATION

By: Robt. L. Main
Robert L. Main, Secretary

AUCTIONEERS CERTIFICATE

I hereby certify that as Auctioneer, I offered the property described on the reverse side hereof at the Court House Door Annapolis, Maryland. on the above mentioned date, and sold the property to the Seat Pleasant Building and Loan Association for the sum of $9,500.00, it being then and there the highest bid.

G. W. Scible
George W. Scible, Auctioneer

FILED
1958 AUG -6 AM 10:25

~~FILED~~
VOID
~~1958 AUG 5 PM 3:19~~

11

IN THE MATTER OF THE SALE OF	:	EQUITY # 12,752
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
LANHAM PARK BUILDERS, INC.	:	FOR ANNE ARUNDEL COUNTY
a body corporate	:	

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee for the sale of the mortgage in these proceedings, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage, said mortgage having been duly assigned to George E. Rullman, as Assignee, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday August 5, 1958, at eleven o' clock a.m. and then and there sold the property to the Seat Pleasant Building and Loan Association, Seat Pleasant, Maryland, at and for the sum of Nine Thousand Five Hundred Dollars ($9,500.00), it then and there being the highest bidder therefor, which property is as follows:

ALL those lots or parcels of ground situate lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:

FILED

1958 AUG -6 AM 10:25

12

Being known and designated as Lot 32 and one half of lot 31, Block 22, Section A, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven, Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

SAID property being improved by a one-story Brick-crete construction, six rooms and bath.

AND the said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I hereby certify that on this 5th day of August, 1958, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO.

Barbara Ann Thompson, Notary Public

13

ORDER NISI

LIBER 116 PAGE 315

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

LANHAM PARK BUILDERS, INC.
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,752 Equity

Ordered, this 6th day of August, 19 58, That the sale of the Property in these proceedings mentioned, made and reported by George E. Rullman, Assignee ~~XXXXX~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale ~~XXXXXX~~ was $ 9,500.00

FILED 1958 AUG 6 AM 10:25

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXX~~

LANHAM PARK BUILDERS, INC.
a body corporate

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of September, 1958, that the sale made and reported by the ~~Auditor~~ Assignee aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Auditor~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

FILED
1958 SEP 16 PM 3:23

14

Public Sale
OF VALUABLE RESIDENCE PROPERTY

Situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, Rose Haven, improved by a one-story Brick-crete construction, a 1 x rooms and bath.

Under and by virtue of the power of sale contained in a mortgage from Lanham Park Builders, Incorporated, a Maryland Corporation, to the Seat Pleasant Building and Loan Association, a body corporate of the State of Maryland, dated June 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1040, folio 65, which mortgage has been duly assigned to the undersigned, as assignee, for foreclosure, said Assignee is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday,
AUGUST 5, 1958
at 11:00 A.M.

The following described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and described as follows, that is to say:

Being known and designated as Lot 32 and one half of lot 31, Block 22, Section A, Plat 2, Rose Haven on the Bay, as shown on a Plat of Rose Haven Plat 2, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 6.

TERMS OF SALE: A deposit of ten per cent (10%) of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

15

GEORGE E. RULLMAN
Assignee
140 South Street, Annapolis, Maryland.

GEORGE W. SCIBLE
Auctioneer.

A-4

LIBER 116 PAGE 316 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1958

We hereby certify, that the annexed

Public Sale
No. 12752 Equity
Lanham Park Builders, Inc.
Folio 65

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 ~~successive~~ weeks before the 11th day of August, 1958. The first insertion being made the 10th day of July, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 AUG 12 PM 1:11

By Marie Tate

OFFI OF

LIBER 116 PAGE 317

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No 12,752 Equity

In the Matter of the sale of the Mortgaged Real Estate of LANHAM PARK BUILDERS, INC. a body corporate

Ordered, this 6th day of August, 1958. That the sale of the property in these proceedings mentioned, made and reportedly by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $9,500.00:

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

A-29

No. M. G. 36 79

16

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1958

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,752
Lanham Park Buildings, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of September, 1958. The first insertion being made the 8th day of August, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 SEP -9 PM 12 10

By Wilgannon

LIBER 116 PAGE 318

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~his~~

Lanham Park Builders, Inc.

In the

Circuit Court

For

Anne Arundel County

No. 12,752 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

February 19, 1959.

FILED

1959 FEB 20 AM 9:48

17

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Lanham Park Builders, Inc.

To Assignee for Commissions, viz:	315	00	315	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	43	00		
Jos. W. Altoh, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	18	00	72	45
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	41		
National Surety Corporation-bond premium	48	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Barbara Ann Thompson - notary fee		50	147	18
To Assignee for Taxes, viz:				
1958 State and County taxes ($158.31) - 7 months 5 days	94	60		
1958 garbage collection tax ($6.50) - from 7/1/58 to 8/5/58 - 1 mo. 5 days	1	26	95	86
To Assignee for Liens, viz:				
Walter H. McNew - in full for Mechanics' lien claim (Decree of 2/4/59), viz:				
Debt $904.50				
Interest from 2/15/57 to 8/5/58 80.05				
Recording fee (#12,751)	984	55	984	55
To The Seat Pleasant Building and Loan Ass'n, mortgagee - this balance on account mortgage claim	7,884	96	7,884	96
			9,500	00
Amount of mortgage claim filed:				
Principal balance	9,600	00		
Interest from 7/10/56 to 6/30/58	1,074	80		
Interest to day of sale - 8/5/58	57	60		
Legal fees and insurance	338	40		
Taxes paid by mortgagee	162	08		
	11,232	88		
Credit due mortgagor	56	00		
	11,176	88		
Cr. Amount allowed above	7,884	96		
Balance subject to decree in personam	3,291	92		

18

with

George E. Rullman, Assignee

Cr.

1958				
Aug.	5	Proceeds of Sale	9,500 00	9,500 00
				9,500 00

19

LIBER 116 PAGE 321

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

~~XXXXXX~~

of

Lanham Park Builders, Inc.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,752 Equity.

1959 FEB 20 AM 9:48 FILED

ORDERED, This 20th day of February, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of March, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 MAR 31 PM 3:49

Benjamin Hutchinson

Judge.

20

LIBER 116 PAGE 322 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,752 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Lanham Park Builders, Inc.

Ordered, this 20th day of February, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,752

Auditor Account

Lanham Park Building, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of March, 1959. The first insertion being made the 21st day of February, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

1959 MAR 16 PM 1:32

No. M. G. 654

Frankie Wilson & Sons, Inc., 25 Baltimore-Annapolis Blvd.,N.W., Glen Burnie, Md.	IN THE CIRCUIT COURT
VS	FOR
John J. Carson, et als	ANNE ARUNDEL COUNTY
	EQUITY #10,345

LIBER 116 PAGE 323

PETITION TO AMEND DECREE

1. WHEREAS an Amended Bill of Complaint was filed in Equity cause #10,345 and prayer "B" in said Amended Bill read:

"B. That the Court may pass a final decree whereby there will be vested in the complainant an absolute and indefeasible title to said property, free and clear of all prior and subsequent alienations and dissents, encumbrances, reservations, etc., except taxes and other public liens accruing subsequent to the date of sale and public assessments to which the property are subject." and;

WHEREAS Order of Publication was duly published, testimony taken and a Final Decree filed, signed by this Honorable Court, on August 11, 1958, wherein was omitted certain words contained in original prayer "B" of the Amended Bill of Complaint.

NOW, THEREFOR your Petitioner asks to have the Decree amended to read in conformity with the original prayer B,

AND, AS IN DUTY BOUND, ETC.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland.

FILED
1959 APR 14 AM 9:57

ORDER OF COURT

Upon the foregoing Petition, it is this 14th day of April, 1959, ORDERED that the Decree be amended in conformity with the original prayer B of the Amended Bill of Complaint in this cause.

Benjamin Michaelson

JUDGE

FILED
1959 APR 14 AM 9:57

Frankie Wils[illegible] & Sons, Inc., 25 Balto.-Annapolis Blvd.,N.W., Glen Burnie, Md.	:	THE CIRCUIT COURT
	:	FOR
VS	:	ANNE ARUNDEL COUNTY
John J. Carson, et als	:	EQUITY #10,345

LIBER 116 PAGE 324

AMENDED DECREE

WHEREAS, the Court entered a Final Decree in this cause, on August 11, 1958, and;

WHEREAS it is now apparent that the Solicitor for the Plaintiff, through inadvertence, did not include all of prayer B, as set forth in the Amended Bill of Complaint,

NOW, THEREFORE, it is this 14th day of April, 1959 by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the Order of this Court dated August 11, 1958, be amended to include by interlineation, the word "reservations".

Benjamin Michaelson

Judge

FILED

1959 APR 14 AM 9:57

In the Matter of the Sale of the Mortgaged Real Estate of Henry G. Butler and Dorothy E. Butler, his wife	* * * * *	No. 13,008 Equity In the Circuit Court for Anne Arundel County

Mr. Clerk:

Please docket the abve entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in Mortgage

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1958 DEC 15 AM 11:38

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LIBER 116 PAGE 326
LIBER 959 PAGE 419

Equity No. 13,026

FIRST PURCHASE MONEY

This Mortgage,

made this 16TH day of August

in the year one thousand nine hundred and fifty-five , between

HENRY G. BUTLER and DOROTHY E. BUTLER, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

ELEVEN THOUSAND DOLLARS - ($11,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SEVENTY NINE DOLLARS - - - - - - - - - - - - - - - - - ($79.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the ~~26th~~ 26th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

The due execution of this mortgage was a condition precedent to the granting of said advance.

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said mortgagor(s) do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 3 , as shown on a plat of Monroe Acres, recorded among the Plat Records of Anne Arundel County on May 26, 1955.

BEING the same property conveyed to the within-named Mortgagors by Jack L. Monroe, divorced, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

8/6/55
959/417

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This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep improvements in as good order and repair as at the present time.

IV. To pay all ground rent, taxes, water rent, fire and life insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable: the Mortgagee being authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of the mortgage in any action to forclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Henry G. Butler (SEAL)
Henry G. Butler

Dorothy E. Butler (SEAL)
Dorothy E. Butler

(SEAL)

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LIBER 116 PAGE 329
LIBER 959 PAGE 422

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26TH day of August, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Henry G. Butler and Dorothy E. Butler, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 5/2/57

Recorded: August 29, 1955 at 1:30 P.M.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

FIRST PURCHASE MONEY
MORTGAGE
FROM
HENRY G. BUTLER AND
DOROTHY E. BUTLER, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 29th day of Aug. 19 55 at 1:30 o'clock P M.
Same day recorded in Liber G.T.C. No. 959 folio 419 &c. one of the Land Records of Anne Arundel County and examined per
GEORGE T. CROMWELL, Clerk.
Cost of Record $ 7.50

LIBER 116 PAGE 330

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

A T T O R N E Y ' S S A L E

Equity No. 13,006

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry G. Butler and Dorothy E. Butler, his wife, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 419, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

FRIDAY, JANUARY 9, 1959

at 11:00 o'clock A.M.

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 3, as shown on a plat of Monroe Acres, recorded among the Plat Records of Anne Arundel County on May 26, 1955.

BEING the same property conveyed to Henry G. Butler and Dorothy E. Butler, his wife, by Jack L. Monroe, divorced, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 417.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press
December 11, 18, 24, 31, 1958

FILED
1958 DEC 15 AM 11:39

6

LIBER 116 PAGE 331

In the Matter of the Mortgaged * No. 13,006 Equity
Real Estate of Henry G. Butler * In the Circuit Court for
and Dorothy E. Butler, his wife * Anne Arundel County

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said Defendant is not in the military service of the United States,

(2) said Defendant is not in the military service of any nation allied with the United States,

(3) said Defendant has not been ordered to report for induction under The Selective Training and Service Act of 1940 as amended,

(4) said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

William W. Townshend, Jr.,
Attorney named in Mortgage

Subscribed and sworn to before me
this 30th day of December, 1958.

Grace Senseney
Grace Senseney, Notary Public

My commission expires May 4, 1959.

GRACE SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1959 JAN -2 AM 11:22

7

LIBER 116 PAGE 332

In the Matter of the Mortgaged * No. 13,006 Equity

Real Estate of Henry G. Butler * In the Circuit Court for

and Dorothy E. Butler, his wife * Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry G. Butler and Dorothy E. Butler, his wife, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 419.....$11,000.00

Total amount paid on principal.....$901.88
Credit expense account..... 128.22.... 1,030.10

$ 9,969.90

Interest from 10/1/58 to 12/31/58.....$151.47
Interest from 1/1/59 to 1/9/59..... 15.12.... 166.59

Total amount of mortgage indebtedness.....$10,136.49

William W. Townshend, Jr.
William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage and he acknowledged the aforegoing statement of mortgage claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Grace Senseney
Grace Senseney, Notary Public

SENSENEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1959 JAN -2 AM 11:22

8

LIBER 9 PAGE 493

LIBER 116 PAGE 333

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

13,006 Equity

BOND NO. 279270

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend Jr., of South Street, Annapolis, Maryland, as Principal, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices in Baltimore, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND 00/100 ($11,000.00) DOLLARS, current money to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors and assigns, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of December, 1958.

WHEREAS: by virtue of a power of sale contained in a Mortgage from Henry G. Butler and Dorothy E. Butler, his wife to United Federal Savings and Loan Association, bearing date on or about the 26th day of August, 1955, the said William W. Townshend Jr. as Attorney-Named-in-Mortgage, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon in whole or in part.

AND WHEREAS: default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend Jr., as Attorney-Named-in-Mortgage, is about to execute said power and make sale of the property described in said Mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above-bounden William W. Townshend Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Witness as to Principal:
Grace Senseney
Grace Senseney

William W. Townshend Jr. (SEAL)

Witness as to Surety:
M.S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY
By R.H. Nichols
R.H. Nichols Attorney-in-Fact

Bond Filed and Approved
This 2 January 1959
George T. Cromwell, Clerk

FILED

1959 JAN -2 AM 11:22

9

LIBER 116 PAGE 334 OFFI OF

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street, Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Henry G. Butler and Dorothy E. Butler, his wife, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 419, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, January 9, 1959 at 11:00 o'clock A. M.

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 3, as shown on a plat of Monroe Acres, recorded among the plat Records of Anne Arundel County on May 26, 1955.

BEING the same property conveyed to Henry G. Butler and Dorothy E. Butler, his wife, by Jack L. Monroe, divorced, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 417.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

16 William W. Townshend, Jr., Attorney, Towns-Worth Building, South Street, Annapolis, Maryland.

Robert H. Campbell, Auctioneer. D-31

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 19 59

We hereby certify, that the annexed Attorney's Sale 13,006 Henry G. Butler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 19 59. The first insertion being made the 11th day of December, 19 58.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN -7 By 9:48 Mary Tate

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Henry G. Butler and Dorothy E. Butler, his wife, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 419, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Friday, January 9, 1959

at 11:00 o'clock A. M.

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 3, as shown on a plat of Monroe Acres, recorded among the Plat Records of Anne Arundel County on May 26, 1955.

BEING the same property conveyed to Henry G. Butler and Dorothy E. Butler, his wife, by Jack L. Monroe, divorced, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 417.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr. Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

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1959 JAN 12 AM 11:06

11

Annapolis, Maryland
January 9, 1959

I hereby certify that I have this 9th day of January, 1959, sold the property of William W. Townshend, Jr., known as Lot No. 3, Monroe Acres, Seventh Election District of Anne Arundel County, unto
Un ited Federal Savings and Loan Assn.
at and for the sum of $10,200.00

being then and there the highest bidder(s) therefor.

Robert H. Campbell

Annapolis, Maryland
January 9, 1959

I/We hereby certify that I/we have this 9th day of January, 1959, purchased from William W. Townshend, Jr., Attorney, the property known as Lot No. 3, Monroe Acres, Seventh Election District of Anne Arundel County at and for the sum of $10,200.00

and I/we hereby agree to comply with the terms of sale.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE
Purchaser

By: Wilmer M. Johnson, President
Purchaser

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1959 JAN 12 AM 11:06

12

In the Matter of the Mortgaged Real * No. 13,006 Equity
Estate of Henry G. Butler and * In the Circuit Court for
Dorothy E. Butler, his wife * Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Attorney named in mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Henry G. Butler and Dorothy E. Butler, his wife, dated August 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 959, folio 419, said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Friday, January 9, 1959 at 11:00 o'clock A.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Ten Thousand Two Hundred Dollars ($10,200.00), being at that figure the highest bidder therefor, said property described as follows:

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 3, as shown on a plat of Monroe Acres, recorded among the Plat Records of Anne Arundel County on May 26, 1955.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale; which are as follows: Terms of Sale: A

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1959 JAN 12 AM 11:06

13

cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of January, 1959, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Grace Senseney, Notary Public

ORDER NISI

In the Matter of the Mortgaged Real Estate of Henry G. Butler and Dorothy E. Butler, his wife

versus

IN THE LIBER 116 PAGE 339

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,006 Equity

Ordered, this 12th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by William W. Townshend, Jr. Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $10,200.00

True Copy, George T. Cromwell Clerk.

FILED 1959JAN 12 AM 11:06 TEST: _____ Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Henry G. Butler and Dorothy E. Butler, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 17th day of February, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 17 PM 3:44

15

LIBER 116 PAGE 340

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,006 Equity

In the Matter of the Mortgaged Real Estate of
HENRY G. BUTLER and
DOROTHY E. BUTLER, his wife

Ordered, this 12th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of February next.

The report states that the amount of sale was $10,200.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 13,006 Henry G. Butler was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of February, 1959. The first insertion being made the 15th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 FEB -7 AM 10:55

By Hazel Tilghman

No. M. G. 164-16

16

LIBER 116 PAGE 341

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Henry G. Butler
and
Dorothy E. Butler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,006 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

February 24, 1959

FILED

1959 MAR -4 PM 12:57

Dr. in ac.

In the Matter of the Sale of the Mortgaged Real Estate of Henry G. Butler and Dorothy E. Butler, his wife

To Attorney for Commissions, viz:	336	00		
To Attorney for Fee, viz:	100	00	436	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	44	00		
Speer Publications, Inc. - handbills	11	76		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Grace Senseney - notary fees	1	50	169	05
To Attorney for Taxes, viz:				
1958 State and County taxes	143	53		
1959 State and County taxes ($139.12) - 9 days	3	43	146	96
To United Federal Savings and Loan Ass'n of Glen Burnie, Md., mortgagee - this balance on account mortgage claim	9,396	49	9,396	49
			10,200	00
Amount of mortgage claim filed	10,136	49		
Cr. Amount allowed above	9,396	49		
Balance subject to decree in personam	740	00		

with

William W. Townshend, Jr., Attorney named in Mortgage

			Dr.	Cr.
1959				
Jan.	9	Proceeds of Sale	10,200 00	10,200 00
				10,200 00

ORDER NISI LIBER 116 PAGE 344

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Henry G. Butler and Dorothy E. Butler, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 13,006 Equity.

ORDERED, This 4th day of March, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

1959 MAR -4 PM 12:57

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of April, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 APR 14 PM 3:01

Matthew S. Evans

Judge

LIBER 116 PAGE 345

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 13,006 Equity

Order Nisi

In the Matter of the Sale of the Mortgaged Real Estate of HENRY G. BUTLER and

DOROTHY E. BUTLER, his wife.

Ordered, this 4th day of March 1959; that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

M-28.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1959

We hereby certify, that the annexed

Order Nisi Eq. 13,006

Auditor Account

Henry G. Butler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 6583 1959 APR -4 AM 9:56 By W. Leighton

21

LIBER 116 PAGE 346

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HOMER BRUMBAUGH GREENAWALT AND YOLE G. GREENAWALT, HIS WIFE	:	(In Equity)

No. 12,949 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1. Original Mortgage from the said Homer Brumbaugh Greenawalt and Yole G. Greenewalt, his wife to Baltimore Federal Savings and Loan Association, dated January 17th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1093 folio 203.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1958 NOV -8 AM 9:31

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 116 PAGE 347
LIBER 1093 PAGE 203

MARYLAND

MORTGAGE

No. 12,949 Equity

THIS MORTGAGE, made this 17th day of January, A. D. 1957, by and between HOMER BRUMBAUGH GREENAWALT and YOLE G. GREENAWALT, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND ONE HUNDRED TEN AND 00/100ths Dollars ($ 14,110.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-one and 50/100ths Dollars ($ 71.50), commencing on the first day of March, 1957, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ January 16, 1987, ~~as~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 23 as shown on the Plat of Manhattan Manor which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 4 Rod G-6, Plat No. 13, now in Plat Book 24 folio 19.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Associated Home Builders, Inc. unto the mortgagors herein.

FILED
1958 NOV -8 AM 9:31

* Delete italicized words if Mortgagee is not a building and loan association.

16—49690-6

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Hot Point Refrigerator EB 105		$190.00
Whirlpool Deluxe Washing Machine	BA50	180.00

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

LIBER 116 PAGE 350

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

John R. Holland, Jr. [SEAL]
JOHN R. HOLLAND, JR.

Homer Brumbaugh Greenawalt [SEAL]
Homer Brumbaugh Greenawalt

[SEAL]

[SEAL]

Yole G. Greenawalt [SEAL]
Yole G. Greenawalt

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

John R. Holland, Jr.
JOHN R. HOLLAND, JR. *Notary Public.*

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan 21 1957 at 9 A.M.
Mailed to The Colonial Title Guarantee Co

No. 43114
Examiner
by
Record

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
HOMER BRUMBAUGH GREENAWALT AND
YOLE G. GREENAWALT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 116 PAGE 351

MILITARY AFFIDAVIT

Docket folio

No. 12,949 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of November 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Homer Brumbaugh Greenawalt and Yole G. Greenewalt, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 NOV -8 AM 9:31

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HOMER BRUMBAUGH GREENAWALT AND

YOLE G. GREENAWALT, HIS WIFE

IN THE

LIBER 116 PAGE 352

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 12,949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **17th** day of **January** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1093** Folio **203** .

Amount of Mortgage	**$14,110.00**
Less - amount paid on principal	**150.47**
	13,959.53
Plus - interest to 1/13/59	**808.00**
	14,767.53
Plus - overdraft in expense account	**147.72**
	14,915.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **January** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link Notary Public

1959 JAN 10 AM 10. 09

7

~~Mortgagee~~ Attorney's Bond.

I-369

LIBER 116 PAGE 353
279907
LIBER 9 PAGE 510

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 12,949

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md.

as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN THOUSAND AND 00/100 ($15,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife

bearing date the 17th day of January nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1093, Folio 203, and

Lot 23 Manhatten Manor Anne Arundel Co Md

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Kruh

~~Attest~~ As to Surety:

W. S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-Fact

Bond filed and approved this 10th day of January, 1959
George T. Cromwell, Clerk

FILED
1959 JAN 10 AM 10:09

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife to Baltimore Federal Savings and Loan Association, dated January 17th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1093 folio 203 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Jan. 13th, 1959
at 3:50 P.M.

all that fee simple lot of ground, situate, lying and being in Manhattan Manor, near Severna Park, Third Election District of Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lot No. 23 as shown on the Plat of Manhattan Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 19.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

Subject to any restrictivel covenants and/or Utility Agreements, of record, affecting the property.

Improved by a new frame 1½ story, one unit detached dwelling, containing 4 rooms, 1 bath, hot water gas fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges, including Sanitary District charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

J-8

LIBER 116 PAGE 354 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1959

We hereby certify, that the annexed

Attorney's Sale

Homer Brumbaugh Greenawalt
#12,949 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 18th day of December, 1958

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 JAN 13 PM 12:38

By Virgil Talghman

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife to Baltimore Federal Savings and Loan Association, dated January 17th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1093 folio 203 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

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TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

Subject to any restrictivel covenants and/or Utility Agreements, of record, affecting the property.

Improved by a new framc 1½ story, one unit detached dwelling, containing 4 rooms, 1 bath, hot water gas fired heat.

TERMS OF SALE: A cash deposit of $500.00 will ber equired of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges, including Sanitary District charges, if any, to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

LIBER 116 PAGE 355

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
HOMER BRUMBAUGH GREENAWALT AND YOLE G. GREENAWALT, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Equity No. 12,949

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 17th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1093 folio 203 from said Homer Brumbaugh Greenawalt and Yole C. Greenawalt, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of January, ~~xxxx~~ 1959 at 3.50 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 23 as shown on the Plat of Manhattan Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 19; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1959 JAN 16 AM 9:15

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Fourteen Thousand six Hundred fifty ($14,650.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

ORDER NISI

LIBER 116 PAGE 357

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

HOMER BRUMBAUGH GREENAWALT AND

YOLE G. GREENAWALT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,949 Equity

Ordered, this 16th day of January, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $ 14,650.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 JAN 16 AM 9:15

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

HOMER BRUMBAUGH GREENAWALT AND

YOLE G. GREENAWALT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of February, 19 59 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 24 PM 12:30

12

OFFICE

Maryland Gazette

LIBER 116 PAGE 358 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,949 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
HOMER BRUMBAUGH GREENAWALT and
YOLE G. GREENAWALT, his wife

Ordered, this 16th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary therof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $14,650.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 12,949
Homer Brumbaugh
Greenawalt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1959 FEB 17 AM 2:29

By Virgil Tilghman

No. M. G. 16433

13

LIBER 116 PAGE 359

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Homer Brumbaugh Greenawalt
and
Yole G. Greenawalt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,949 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

All of which is respectfully submitted.

March 9, 1959

Laura K. Jacklung
Auditor.

FILED

1959 MAR 11 PM 12:59

9

Dr. in ac.

Walter S. Calwell, Attorney named in Mortgage vs. Homer Brumbaugh Greenawalt and Yole G. Greenawalt, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	472	83	522	83
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	13	50	57	90
To Attorney for Court costs, viz:				
Capital-Gazette Press - advertising sale	43	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	60	00		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	8	25		
One-half State documentary stamps	8	25		
Clara M. Link - notary fees	1	25	160	51
To Attorney for Taxes, viz: 1959 State and County taxes ($163.32) - 13 days	5	96	5	96
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	13,980	63	13,980	63
			14,727	83
Amount of mortgage claim filed	14,915	25		
Cr. Amount allowed above	13,980	63		
Balance subject to decree in personam	934	62		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1959				
Jan.	13	Proceeds of Sale	14,650 00	
		Interest on deferred payment of $14,150.00 to 2/25/59 - 33 days	77 83	14,727 83
				14,727 83

6

LIBER 116 PAGE 362

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Homer Brumbaugh Greenawalt

and

Yole G. Greenawalt, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,949 Equity.

1959 MAR 11 PM 12:59

FILED

ORDERED, This 11th day of March, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of April, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 APR 21 PM 1:47

/s/ Benjamin McLawsen

Judge

OFF[illegible] OF

Maryland Gazette

LIBER 116 PAGE 363

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,949 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
HOMER BRUMBAUGH GREENAWALT and
YOLE G. GREENAWALT, his wife

Ordered, this 11th day of March, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,949 Auditor Account Homer Brumbaugh Greenwalt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED

No. M. G. 1959 APR -6 PM 3:33

18

LIBER 116 PAGE 364

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES JOSEPH PREVILLE AND LORRAINE PREVILLE, HIS WIFE	:	(In Equity)

No. 12,996 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said James Joseph Preville and Lorraine Preville, his wife to Baltimore Federal Savings and Loan Association, dated October 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1070 folio 516.

Walter S. Calwell
Attorney Named in Mortgage

FILED
1958 DEC 10 AM 9:38

VA Form VB4-6818 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 116 PAGE 365
LIBER 1070 PAGE 516

MARYLAND

No. 12,996 Equity

MORTGAGE

THIS MORTGAGE, made this 15th day of October, A. D. 19 56, by and between

JAMES JOSEPH PREVILLE and LORRAINE PREVILLE, his wife.,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND THREE HUNDRED NINETY-FIVE AND 00/100ths Dollars ($ 12,395.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-TWO AND 81/100ths Dollars ($ 62.81), commencing on the first day of December, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable ~~on the first day of~~ October 14, 1986, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 15, in Block J, as shown on the Plat of Country Club Estates, Section 3, which Plat is dated October, 1955 and was recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 44. The improvements whereon being known as No. 121 South Meadow Drive.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Genine Corporation, unto the within named Mortgagors.

FILED

1958 DEC 10 AM 9:38

* Delete italicized words if Mortgagee is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [redacted] security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 18th days of April and October in each and every year,

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate provided for in the principal indebtedness from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Joseph J. Callahan or Walter S. Calwell, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

3

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

James Joseph Preville [SEAL]
James Joseph Preville

[SEAL]

Lorraine Preville [SEAL]
Lorraine Preville

[SEAL]

LIBER 116 PAGE 368

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1070 PAGE 520

I HEREBY CERTIFY, That on this 15th day of October, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James Joseph Preville and Lorraine Preville, his wife., the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Oct 16 1956 at 12.32 PM
Mailed to The Colonial Title Guarantee Co.

plication No. 42378
ition by JM
proved by CE Examiner
ady for Rec'd 13

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JAMES JOSEPH PREVILLE AND
LORRAINE PREVILLE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 116 PAGE 369

No. 12,996 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of December 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendant s James Joseph Preville and Lorraine Preville, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they ha ve not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 DEC 10 AM 9:38

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JAMES JOSEPH PREVILLE AND

LORRAINE PREVILLE, HIS WIFE

IN THE

LIBER 116 PAGE 370

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 12,996

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from James Joseph Preville and Lorraine Preville, his wife

to Baltimore Federal Savings and Loan Association

dated the 15th day of October 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1070 Folio 516 .

Amount of Mortgage	$12,395.00
Less - amount paid on principal	234.27
	12,160.73
Plus - interest to 1/13/59	566.96
	12,727.69
Plus - arrearage in expense account	114.56
	12,842.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 8th day of January in the year nineteen hundred and fifty-nine before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

Clara M. Link
Notary Public

Clara M. Link

FILED
1959 JAN 10 AM 10:08

7

~~Mortgage~~ and Attorney's Bond. 1-369

LIBER 116 PAGE 371

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

279904

LIBER 9 PAGE 507

60 JOHN STREET
NEW YORK, N Y

Equity No. 12,896

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building, Baltimore, Md. as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND, NINE HUNDRED AND 00/100 ($12,900.00) - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th - day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from James Joseph Preville and Lorraine Preville, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 15th day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber O.T.C. No. 1070, Folio 516, and

121 S. Meadow Drive - Anne Arundel Co Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

~~es~~ do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Fink

~~Witness~~

As to Surety: M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond filed and approved this 10th day of January 1959
George T. Cromwell, Clerk

FILED 1959 JAN 10 AM 10:08

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James Joseph Preville and Lorraine Preville, his wife to Baltimore Federal Savings and Loan Association, dated October 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1070 folio 516 (default having occurred thereunder), the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Jan. 13th, 1959
at three P. M.

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 15, in Block J, as shown on the Plat of Country Club Estates, Section 3, which Plat is dated October, 1955 and was recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 44; the improvements whereon are known as No. 121 South Meadow Drive.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, frame and brick bungalow, containing 6 rooms, 1 bath, hot water gas fired radiant heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time of sale, balance of purchase price upon final ratification of sale, by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

J-8

LIBER 116 PAGE 372 OFFI(OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

James Joseph Preville
#12,996-Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one successive weeks before the 13th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN 13 PM 12 59 By Hazel Tilghman

9

CALLAHAN AND CAL...
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James Joseph Preville and Lorraine Preville, his wife to Baltimore Federal Savings and Loan Association, dated October 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1070 folio 516 (default having occurred thereunder), the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Jan. 13th, 1959 at three P. M.

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 15, in Block J, as shown on the Plat of Country Club Estates, Section 3, which Plat is dated October, 1955 and was recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 44; the improvements whereon are known as No. 121 South Meadow Drive.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

Improved by a 1½ story, frame and brick bungalow, containing 6 rooms, 1 bath, hot water gas fired radiant heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time of sale, balance of purchase price upon final ratification of sale, by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

J-8

LIBER 116 PAGE 373

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMESJOSEPH PREVILLE AND LORRAINE PREVILLE, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Equity No. 12,996

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 15th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1070 folio 516 from said James Joseph Preville and Lorraine Preville, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of January, ~~xxx~~ 1959 at three P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 15, in Block J, as shown on the Plat of Country Club Estates, Section 3, which Plat is dated October, 1955 and recorded among the Land Records of Anne Arundel County in Plat Book 27 folio 44, the improvements whereon are known as No. 121 South Meadow Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1959 JAN 16 AM 9:15

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of One Hundred twenty ($120.00) Dollars, at and for the sum of Thirteen Thousand ($13,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

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ORDER NISI

LIBER 116 PAGE 375

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

JAMES JOSEPH PREVILLE AND

LORRAINE PREVILLE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,996 Equity

Ordered, this 16th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $13,000.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 JAN 16 AM 9:15

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

JAMES JOSEPH PREVILLE AND

LORRAINE PREVILLE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED

1959 FEB 24 PM 12:31

12

LIBER 116 PAGE 376 OFFIC. OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,996 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
JAMES JOSEPH PREVILLE and LORRAINE PREVILLE, his wife

Ordered, this 16th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $13,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,996

James Joseph Preville

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 16436 1959 FEB 17 AM 2:29 By Hazel Tilghman

13

In the Case of

LIBER 116 PAGE 377

Walter S. Calwell,
Attorney named in Mortgage
vs.
James Joseph Preville
and
Lorraine Preville, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,996 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

March 9, 1959

Laura K. Jickling
Auditor.

FILED
1959 MAR 11 PM 12:38

14

Dr.

Walter S. Calwell, Attorney named in Mortgage vs. James Joseph in ac.
Preville and Lorraine Preville, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	422	06	472	06
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and two copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	51	60		
E.T. Newell & Co.,Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	7	15		
One-half State documentary stamps	7	15		
Clara M. Link - notary fees	1	25	153	71
To Attorney for Taxes and Ground Rent, viz:				
1959 State and County taxes ($168.60) - 13 days	6	06		
Semi-annual ground rent ($60.00) due 4/18/59 - 2 months 26 days	28	25	34	31
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	12,352	67	12,352	67
			13,068	75
Amount of mortgage claim filed	12,842	25		
Cr. Amount allowed above	12,352	67		
Balance subject to decree in personam	489	58		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1959				
Jan.	13	Proceeds of Sale	13,000 00	
		Interest on deferred payment of $12,500.00 to2/25/59 - 33 days	68 75	13,068 75
				13,068 75

LIBER 116 PAGE 380

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

James Joseph Preville

and

Lorraine Preville, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,996 Equity.

1959 MAR 11 PM 12:33

ORDERED, This 11th day of March, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

FILED

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of April, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Grantee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 APR 21 PM 1:48

Benjamin J. Michaelson
Judge

OFF[illegible] OF

Maryland Gazette

LIBER 116 PAGE 381

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,996 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
JAMES JOSEPH PREVILLE and LORRAINE PREVILLE, his wife

Ordered, this 11th day of March, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

A-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,996 Auditor Account James Joseph Preville was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of April, 1959. The first insertion being made the 19th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

No. M.G. 1959 APR -6 PM 3:33

18

LIBER 116 PAGE 382

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SAMUEL SCHENKER *
180 Main Street *
Annapolis, Maryland *
*
Plaintiff *

EQUITY NO. 12,885

VS.

MORRIS SNYDER and
SARAH SNYDER
21 South Lloyd Street
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:
Lots 19, 20, 21 & 22, Sec. 80 as shown on the Plat of Green Haven.

HELEN E. JAEGER, also known as
Helen E. Jeager
4218 Kelway Road
Baltimore 18, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lots 54, 55, 56, 57 & 58, Block 68, Sec. C as shown on the Plat of Hearld Harbor.

SARAH EMMA NEAL
2107 Fifth Street, N.W.
Washington D.C.
And any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:
5 acres and Imps. as situated at Bayard Road on Patuxent River

---

LUCY WHITE SCHILLER and
MARSHALL K. WHITE,
Last known address,
3332 California Street
San Francisco 18, California
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven

---

GEORGE N. CHARUHAS,
Last known address,
921 South Miami Avenue
Miami, Flordia
W. ALBERT JOHNSON and
HARRIET B. JOHNSON, his wife,
Address Unknown
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor.

FILED

1958 SEP 30 PM 2:57

BLANCHE P. HU
Last Known address,
1314 James Street
Baltimore, Maryland
ROMAN H. RICHTER and
HAZEL G. RICHTER, his wife,
Last known address,
Pasadena, Maryland

LIBER 116 PAGE 383

And any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 23, 24, 25 & 26, Sec. 60 and Imps. as shown on the Plat of Green Haven.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Article 81 of the Annotated Code of Maryland.

2. That on October 8, 1956, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3083 - Lots 19, 20, 21 & 22, Sec. 80, as shown on the Plat of Green Haven, Third Election District.

(2) Certificate No. 3076 - Lots 54, 55, 56, 57 & 58, Block 68, Sec. C as shown on the Plat of Herald Harbor, Second Election District.

(3) Certificate No. 3074 - 5 acres and improvements as situated at Bayard Road on Patuxent River, First Election District.

(4) Certificate No. 3017 - Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven, Second Election District.

(5) Certificate No. 3075 - Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor, Second Election District.

(6) Certificate No. 3018 - Lots 23, 24, 25, & 26, Sec. 60 and improvements as shown on the Plat of Green Haven, Third Election District.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3083, 3076, 3074, 3017, 3075 and 3018, dated October 8, 1956, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 to 6", inclusive and are prayed to be read and

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considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That Morris Snyder is the record owner of Lots 19, 20, 21 & 22, Sec. 80 as shown on the Plat of Green Haven, Third Election District. Sarah Snyder is joined to forclose any interest which she may have in the property.

(2) That Helen E. Jaeger (also known as Helen E. Jeager) is the record owner of Lots 54, 55, 56, 57 & 58, Block 68, Sec. C, as shown on the Plat of Herald Harbor, Second Election District.

(3) That Sarah Emma Neal is the record Owner of 5 acres and improvements as situated at Bayard Road on Patuxent River, First Election District.

(4) That Lucy White Schiller and Marshall K. White are the record owners of Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven, Second Election District.

(5) That George N. Charuhas, surviving joint tenant of Nick Charuhas, is the record owner of Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor, Second Election District. That W. Albert Johnson and his wife, Harriet B. Johnson are joined herein for the purpose of forclosing any right title and interest which they might have in the property. The interest of the said W. Albert Johnson and Harriet B. Johnson in the aforsaid property having been previously sold for taxes.

(6) Roman H. Richter and his wife, Hazel G. Richter are the record owners of Lots 23, 24, 25 & 26, Sec. 60 and improvements as shown on the Plat of Green Haven, Third Election District. That Blanche P. Hull is joined herein for the purpose of forclosing any right title and interest which she might have in the property. The interest of the said Blanche P. Hull in the aforsaid property having been previously sold for taxes.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1956, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 3083	$ 27.04	$ 27.04
(2) 3076	26.05	26.05
(3) 3074	105.00	92.54
(4) 3017	45.00	38.17
(5) 3075	28.55	28.55
(6) 3018	45.00	27.05

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 3083	$ 27.04
(2) 3076	26.05
(3) 3074	92.54
(4) 3017	38.17
(5) 3075	28.55
(6) 3018	27.05

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on

some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of the Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief ~~relief~~ as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

Samuel Schenker

Samuel Schenker

Eliot Siskind
12 Crain Highway, N.W.
Glen Burnie, Maryland
Southfield 6-3750
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Samuel Schenker, being first duly sworn and on oath deposes and says that he is the Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be ture to the best of his knowledge and belief.

Samuel Schenker

SUBSCRIBED and SWORN to before me this 29th day of September, 1958.

Notary Public

5

LIBER 116 PAGE 387 No 12885

A 3083 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Schenker at public auction for the sum of 27 04 Dollars and _____ Cents, of which 27 04 Dollars has been paid as a deposit on the property in dist # 3 described as Lots 19-20-21-22 Sec 80 as shown on the plat of Green Haven

and assessed to Morris + Sarah Snyder

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of [illegible] 19[illegible]

[illegible]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLaurin
Notary Public.

My Commission Expires May 6, 1957

FILED
1958 SEP 30 PM 2:57

Exhibit 1

6

LIBER 116 PAGE 388

A 3076 **CERTIFICATE OF TAX SALE** No 12885

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 8th 1956, I sold to L Schenker at public auction for the sum of 26 05 Dollars and _____ Cents, of which 26 05 Dollars has been paid as a deposit on the property in District #2 described as Lots 54 to 58 Blk 68 Sec C as shown on the plat of Herald Harbor

and assessed to Helen E Jaeger

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McLewis
Notary Public.

My Commission Expires 6, 1957

FILED
1958 SEP 30 PM 2:57

Exhibit 2

7

LIBER 116 PAGE 389

A 3074 **CERTIFICATE OF TAX SALE** No 12895

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Schenker at public auction for the sum of 105.00 Dollars and _____ Cents, of which 92.54 Dollars has been paid as a deposit on the property in dist. #1 described as 5 acres and Imps as situated at Bayard Rd on Patuxent River

and assessed to Sarah Emma Neal

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 8th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

_____
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires April 6, 1957

FILED
1958 SEP 30 PM 2:57

Exhibit 3

8

LIBER 116 PAGE 390 No. 12,885

A 3017

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Schenker at public auction for the sum of 45 Dollars and 00 Cents, of which 38.17 Dollars has been paid as a deposit on the property in 2nd. Dist. described as Lot 12 Blk. R, Plat 3 Sec. 1 as shown on the plat of S. Haven.

and assessed to Lucy W. Schiller & M. K. White

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lane
Notary Public.

My Commission Expires May 6, 1957

FILED
1956 SEP 30 PM 2:57

Exhibit 4

9

LIBER 116 PAGE 391

A 3075 **CERTIFICATE OF TAX SALE** no. 12,885

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Schenker at public auction for the sum of 28.55 Dollars and _____ Cents, of which 28.55 Dollars has been paid as a deposit on the property in dist #2 described as Lots 41-42 Blk 83 Sec G, as shown on the plat of Herald Harbor

and assessed to Nick & George N Colarulli

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956.

Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956 before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1957

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Exhibit 5

10

LIBER 116 PAGE 392 — No. 12885

A 3018

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 8th 1956, I sold to S. Schenker at public auction for the sum of 45 Dollars and 00 Cents, of which 27.05 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 23-24-25-26 Sec. 6 of Impts. as shown on the plat of Green Haven

and assessed to Roman H. & Hazel S. Richter

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1957, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1956

Joseph H. Griscom
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1956, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Rose M. Loring
Notary Public.

My Commission Expires May 6, 1957

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Exhibit 6

11

Eliot Siskind, Attorney
12 Crain Highway, N.W.
Glen Burnie, Maryland

LIBER 116 PAGE 393

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SAMUEL SCHENKER
180 Main Street
Annapolis, Maryland

Plaintiff

EQUITY NO. 12,665

VS.

MORRIS SNYDER and SARAH SNYDER, 21 South Lloyd Street, Baltimore, Maryland

HELEN E. JAEGER, also known as Helen E. Jeager, 4218 Kelway Road, Baltimore 18, Maryland

SARAH EMMA NEAL, 2107 Fifth Street, N.W., Washington D.C.

LUCY WHITE SCHILLER and MARSHALL K. WHITE, last known address, 3332 California Street, San Francisco 18, California

GEORGE N. CHARUHAS, last known address, 921 South Miami Avenue, Miami, Flordia

W. ALBERT JOHNSON and his wife HARRIET B. JOHNSON, address unknown

ROMAN H. RICHTER and his wife, HAZEL G. RICHTER, last known address, Pasadena, Maryland

BLA CHE P. HULL, last known address, 1314 James Street, Baltimore, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Third	Lots 19, 20, 21 & 22, Sec 80 as shown on the Plat of Green Haven	3083
(2) Second	Lots 54, 55, 56, 57 & 58, Block 68, Sec. C as shown on the Plat of Herald Harbor	3076
(3) First	5 acres and improvements as situated at Bayard Road on Patuxent River	3074
(4) Second	Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven	3017
(5) Second	Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor	3075
(6) Third	Lots 23, 24, 25 & 26, Sec. 60 and improvements as shown on the Plat of Green Haven	3018

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All as substantially described in the Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Samuel Schenker, Plaintiff, on October 8, 1956, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SAMUEL SCHENKER, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3083 - Lots 19, 20, 21 & 22, Sec. 80 as shown on the Plat of Green Haven, Third Election District and assessed to Morris and Sarah Snyder and sold to Plaintiff for $27.04 of which sum $27.04 has been paid.

(2) Certificate No. 3076 - Lots 54, 55, 56, 57 & 58, Block 68, Sec. C as shown on the Plat of Herald Harbor, Second Election District and assessed to Helen E. Jaeger, also known as Helen E. Jeager and sold to Plaintiff for $26.05 of which sum $26.05 has been paid.

(3) Certificate No. 3074 - 5 acres and improvements as situated at Bayard Road on Patuxent River, First Election District and assessed to Sarah Emma Neal and sold to Plaintiff for $105.00 of which sum $92.54 has been paid.

(4) Certificate No. 3017 - Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven, Second Election District, and assessed to Lucy W. Schiller and Marshall K. White and sold to Plaintiff for $45.00 of which sum $38.17 has been paid.

(5) Certificate No. 3075 - Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor, Second Election District, and assessed to Nick and George N. Charuhas and sold to Plaintiff for $28.55 of which sum $28.55 has been paid.

(6) Certificate No. 3018 - Lots 23, 24, 25 & 26, Sec. 60 and improvements as shown on the Plat of Green Haven, Third Election District, and assessed to Roman H. and Hazel G. Richter and sold to Plaintiff for $45.00 of which sum $27.05 has been paid.

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The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupon this 30th day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of December 1958, next, warning the said Morris Snyder and Sarah Snyder; Helen E. Jaeger, also known as Helen E. Jeager; Sarah Emma Neal; Lucy white Schiller and Marshall K. White; George N. Charuhas; W. Albert Johnson and Harriet B. Johnson, his wife; Roman H. Richter and Hazel G. Richter, his wife; Blanche P. Hall; and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 10th day of December, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SAMUEL SCHENKER, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

14

ELIOT SISKIND, Attorney
12 Crain Highway, N. W.
Glen Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
EQUITY NO. 12,885

SAMUEL SCHENKER
180 Main Street
Annapolis, Maryland
Plaintiff

vs.

MORRIS SNYDER and SARAH SNYDER, 21 South Lloyd Street, Baltimore, Maryland
HELEN E. JAEGER, also known as Helen E. Jeager, 4218 Kelway Road, Baltimore 18, Maryland
SARAH EMMA NEAL, 2107 Fifth Street, N.W., Washington D.C.
LUCY WHITE SCHILLER and MARSHALL K. WHITE, last known address, 3332 California Street, San Francisco 18, California
GEORGE N. CHARUHAS, last known address, 921 South Miami Avenue, Miami, Florida
W. ALBERT JOHNSON and his wife HARRIET B. JOHNSON, address unknown
ROMAN H. RICHTER and his wife, HAZEL G. RICHTER, last known address, Pasadena, Maryland
BLANCHE P. HULL, last known address, 1314 James Street, Baltimore, Maryland
AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

(1) THIRD District; DESCRIPTION: Lots 19, 20, 21 & 22, Sec. 80 as shown on the plat of Green Taven; CERTIFICATE NO. 3080.
(2) SECOND District; DESCRIPTION: Lots 54, 55, 56, 57 & 58, Block 68, Sec. C as shown on the Plat of Herald Harbor; CERTIFICATE NO. 3076.
(3) FIRST District; DESCRIPTION: 5 acres and improvements as situated at Bayard Road on Patuxent River; CERTIFICATE NO. 3074.
(4) SECOND District; DESCRIPTION: Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven; CERTIFICATE NO. 3017.
(5) SECOND District; DESCRIPTION Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor; CERTIFICATE NO. 3075.
(6) THIRD District; RESCRIPTION: Lots 23, 24, 25 & 26, Sec. 60 and improvements as shown on the Plat of Green Haven; CERTIFICATE NO. 3018.

All as substantially described in the Certificates of Tax Sale sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to Samuel Schenker, Plaintiff, on October 8, 1956, for amounts in said Certificates hereinafter set forth:

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1956, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SAMUEL SCHENKER, plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3083 - Lots 19, 20, 21 & 22, Sec. 80 as shown on the Plat of Green Haven, Third Election District and assessed to Morris and Sarah Snyder and sold to plaintiff for $27.04 of which sum $27.04 has been paid.

LIBER 116 PAGE 396

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1958

We hereby certify, that the annexed
Order of Publication
Eq. 12,885
Morris Snyder etc.
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1958. The first insertion being made the 2nd day of October, 1958.

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

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15

(2) Certificate No. 3076 - Lots 54, 55, 56, 57 & 58. Block 68, Sec. C as shown on the Plat of Herald Harbor, Secood Election District and assessed to Helen E. Jaeger also known as Heleo E. Jeager and sold to Plaintiff for $26.05 of which sum $26.05 has been paid.

(3) Certificate No. 3074 - 5 acre and improvements as situated at Bayard Road on Patuxent River, First Election District and assessed to Sarah Emma Neal and sold to Plaintiff for $105.00 of which sum $92.54 has beeo paid.

(4) Certificate No. 3017 - Lot 12, Block R. Plat 3, Sec. 1 as shown on the Plat of South Haven, Second Election District, and assessed to Lucy W. Schiller and Marshall K. White and sold to Plaintiff for $45.00 of which sum $38.17 has been paid.

(5) Certificate No. 3075 - Lots 41 & 42, Block 83. Sec. A as shown on the Plat of Herald Harbor, Second Election District; and assessed to Nick and George N. Charuhas and sold to Plaintiff for $28.55 of which sum $28.55 has been paid.

(6) Certificate No. 3018 - Lots 23; 24, 25 & 26, Sec. 60 and improvements as shown on the Plat of Green Haven, Third Election District, and assessed to Roman H. and Hazel G. Richter and sold to Plaintiff for $45.00 of which sum $27.05 has beeo paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemptioo have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1956.

It is thereupoo this 30th day of September, 1958, by the Circuit Court for Anne Aruodel County, in Equity,

ORDERED, that ootice be given by the insertioo of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel Couoty once a week for four successive weeks before the 10th day of December 1958, next, warning the said Morris Snyder and Sarah Snyder; Helen E. Jaeger, also known as Helen E. Jeager; Sarah Emma Neal; Lucy White Schiller and Marshall K. White; George N. Charuhas; W. Albert Johnson and Harriet B. Johnson, his wife; Roman H. Richter and Hazel G. Richter, his wife; Blanche P. Hall; and any and all persons having or claimiog to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 10th day of December, 1958, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SAMUEL SCHENKER, a title free and clear of all encumbraoces.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O-23

SAMUEL SCHENKER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
MORRIS SNYDER and SARAH SNYDER, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 12,885

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1956, for non payment of taxes due for the year, 1955.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Morris Snyder and Sarah Snyder; Blanche P. Hull; Roman H. Richter and Hazel G. Richter, his wife; ~~W. Albert Johnson and Harriet B. Johnson, his wife,~~ have been returned "Non Est", twice.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Sarah Emma Neal, Lucy White Schiller and Marshall K. White and George N. Charuhas, have been served by publication, and W. ALBERT Johnson and wife HARRIET B. Johnson have been served by publication

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by Solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer having now expired it is, thereupon this 31st day of January, 1958, by the Circuit Court for Anne Arundel County, in Equity:

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1956.

Judge

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LIBER 116 PAGE 399

SAMUEL SCHENKER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
MORRIS SNYDER and SARAH SNYDER, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 12,885

FINAL DECREE FORECLOSING RIGHTS OF REDEMPTION

The Proceedings of this case having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland Resident Defendants, Morris Snyder and Sarah Snyder; Blanche P. Hull; Roman H. Richter; and wife Hazel G. Richter, have been returned twice "Non-est", as will more fully appear from the Sheriff's returns filed herein

And it further appearing that the non-resident Defendants, Sarah Emma Neal; Lucy White Schiller and Marshall K. White; George N. Charuhas and W. Albert Johnson and wife Harriet B. Johnson have all been duly served by Publication, a copy of which has been filed herein.

And it further appearing that a Decree Pro Confesso was entered herein against all of the Defendants mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearances herein or filed an answer to these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 24th day of March 1959.

Adjudged, Ordered and Decreed that all rights of redemption to the properties mentioned herein of the defendants, Morris Snyder and Sarah Snyder; Blanche P. Hull; Roman H. Richter; and wife Hazel G. Richter; Sarah Emma Neal; Lucy White Schiller and Marshall K. White; George N. Charuhas and W. Albert Johnson and wife Harriet B. Johnson, and any and all persons having or claiming to have any right, title or interest in the hereinafter described prpperties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeas-

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ible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 8th day of October 1956 for non-payment of taxes for the year 1955.

(1) Certificate No. 3083 - Lots 19, 20, 21 & 22, Sec. 80, as shown on the Plat of Green Haven, Third Election District.

(2) Certificate No. 3074 - 5 acres and improvements as situated at Bayard Road on Patuxent River, First Election District.

(3) Certificate No. 3017 - Lot 12, Block R, Plat 3, Sec. 1 as shown on the Plat of South Haven, Second Election District.

(4) Certificate No. 3075 - Lots 41 & 42, Block 83, Sec. A as shown on the Plat of Herald Harbor, Second Election District.

(5) Certificate No. 3018 - Lots 23, 24, 25, & 26, Sec. 60 and improvements as shown on the Plat of Green Haven, Third Election District.

free and clear of all alienations and dissents of said properties occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said properties mentioned in this cause and proceedings are subject, and it is further;

Ordered that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Samuel Schenker, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further;

Ordered that the Plaintiff pay the costs of these proceedings.

Judge

18

Alice Louise Offer 621 Second Street Annapolis, Maryland	:	No. 12,852 Equity
vs.	:	
Myrtle Offer Chicago, Ill.	:	In the
Naomi Petteway 9 Rosemary Street Annapolis, Md.	:	Circuit Court
Solomon Offer Pinkney Street Annapolis, Md.	:	for
Anna Harris Fleet Street Annapolis, Md.	:	Anne Arundel County
Leon Offer Fleet Street Annapolis, Md.	:	
Eugene Offer Fleet Street Annapolis, Md.	:	
	:	

: : : : : : : : :

BILL OF COMPLAINT FOR SALE OF THE REALTY FOR THE PURPOSE OF PARTITION

: : : : : : : : :

To the Honorable, the Judges of said Court:

Your Oratrix humbly complaining, says:

1.

That Charles Offer, during his lifetime, was seized and possessed of a tract or parcel of land lying on the south side of Second Street in Eastport, as will more fully appear by reference to a certified copy of the said deed filed herewith as Plaintiff's Exhibit No. 1.

2.

That being so seized and possessed the said Charles Offer died intestate July 2nd, 1956, leaving no personal property.

3.

That said Charles Offer left surviving him a widow, Alice Louise Offer, the plaintiff, who was married on September 30th, 1925. That no children resulted from said marriage and that Charles Offer's

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father and mother died prior to his demise and likewise did his three brothers die.

(a) James Offer, a brother, died intestate during the year 1953; left no wife or children.

(b) Harry Offer, another brother, died about 1940 intestate; left surviving him two children:

1. Perry Offer who died about 1950 intestate with no children.
2. Myrtle Offer who was last heard from living in Chicago, address now unknown.

(c) William Offer, another brother, died about 1937 leaving surviving him five children:

1. Naomi Petteway
2. Solomon Offer
3. Anna Harris
4. Leon Offer
5. Eugene Offer

4.

That the said realty being improved by a house, cannot be divided in kind without material loss or injury.

5.

That your Oratrix has paid the decedent's funeral bill, doctor's bills, hospital bills, taxes and numerous other debts of the deceased for the payment of which she desires reimbursements.

To the end, therefore:

1. That a trustee may be appointed to make sale of the property mentioned in these proceedings for the purpose of partition and that the proceeds arising therefrom be divided among the aforesaid heirs according to their respective interest.
2. That in the decree for the sale of said realty that this Honorable Court may issue a notice to creditors on the estate of Charles Offer.
3. That an order of publication may issue for Myrtle Offer, the non-resident defendant.
4. That your Oratrix may have such other and

2

further relief as her case may require.

And as in duty bound, etc.

Alice Louise Offer
Oratrix

George B. Woelfel
George B. Woelfel,
Solicitor for Oratrix,
9-11 School Street,
Annapolis, Md.

"

This Deed made this Seventeenth day of February in the year one thousand nine hundred and fourteen by and between Richard G. Meade and Annie M. Meade, his wife, of the first part, and Charles R. Offer of the second part all of Anne Arundel County in the State of Maryland, Witnesseth that for and in consideration of the sum of Five Dollars and other valuable considerations thereunto moving, the said Richard G. Meade and Annie M. Meade, his wife, do grant, bargain, sell and convey unto the said Charles R. Offer his heirs and assigns in fee simple, All that lot of ground situate, lying and being on the North East side of Fifth Street in the village of Eastport, and described as follows;-

Beginning on the North East side of Fifth Street, distant from the corner of said Street and Eastern Avenue, twenty two feet, thence running along and with the line of said Fifth Street, in a North-westerly direction for the distance of twenty-two feet. thence leaving said Street and with the line of Hannah Murry's lot for the distance of one hundred feet, thence in a straight line in a South Easterly direction twenty-two feet to the line of Wesley Harrises' lot thence in a south Westerly direction for the distance of one hundred feet to 5th Street, the point of beginning it bring part of Lot No 172 as laid down on a plat of Horn Point "now East Port made by John Duvall Esq, Surveyor, dated the 30th day of September 1868 also being a part of the same ground which was conveyed to Richard G. Meade by David H. Carroll, by deed dated the 21st day of June, 1905,- and recorded among the Land Records of said County in Liber G. W. No. 42 folio 327.-

To Have and To Hold the said lot of ground and premises above described and mentioned and hereby conveyed; together with the rights, privileges appurtenances and advantages thereto belonging or in anywise appertaining unto and to the proper use and benefit of the said Charles R. Offer in

12,852 Eq
Offer - Offer
Examined by Ech. / Re-filed 21 Nov 1958
E. Clawson examiner
Plaintiff's Exhibit No. 1
Filed 10 Sept, 1958, at 12:40 P. M.

fee simple.-

And the said parties of the first part do hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances of said ground as may be requisite,-

Witness the hands and seals of the said parties hereto of the first part.-

Test;-

Richard G. Meade (Seal)-

J. Roland Brady-

Annie M. Meade (Seal)-

State of Maryland, Anne Arundel County Ss-

I hereby certify that on this 17th day of February in the year one thousand nine hundred and fourteen before me the subscriber, a Notary Public of the State of Maryland, residing in the City of Annapolis, personally appeared Richard G. Meade and Annie M. Meade his wife, and acknowledged the foregoing deed to be their act and deed.-

Witness my hand and Seal Notarial.-

(Notary's Seal) J. Roland Brady-Notary Public

Recorded 18th February 1914.-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing deed is a true copy taken and copied from Liber G. W. No. 99, folio 407, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of September, 1958.

George T. Cromwell

George T. Cromwell, Clerk

5

Alice Louise Offer	:	No. 12,852 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Myrtle Offer, et al.	:	Anne Arundel County
	:	

: : : : : : : : : : :

ORDER OF PUBLICATION

The object of this bill prays for the appointment of a trustee to make sale of the property mentioned in these proceedings for the purpose of partition and that the proceeds arising therefrom be divided among the aforesaid heirs according to their respective interest.

That, in the decree for the sale, that this Court issue a notice to creditors on the estate of Charles Offer.

That an order of publication may issue for Myrtle Offer.

And that the Plaintiff may have such other and further relief as her case may require.

The Bill recites:

That Charles Offer, during his lifetime, was seized and possessed of a tract or parcel of land lying on the south side of Second Street in Eastport, as will more fully appear by reference to a certified copy of the said deed filed herewith as Plaintiff's Exhibit No. 1.

That being so seized and possessed the said Charles Offer died intestate July 2nd, 1956, leaving no personal property.

That said Charles Offer left surviving him a widow, Alice Louise Offer, the plaintiff, who was married on September 30th, 1925. That no children resulted from said marriage and that Charles Offer's father and mother died prior to his demise and likewise did his three brothers die.

(a) James Offer, a brother, died intestate during the year 1953; left no wife or children.

(b) Harry Offer, another brother, died about 1940 intestate; left surviving him two children:

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1958 SEP 10 PM 12:40

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1. Perry Offer who died about 1950 intestate with no children.
2. Myrtle Offer who was last heard from living in Chicago, address now unknown.

(c) William Offer, another brother, died about 1937 leaving surviving him five children:

1. Naomi Petteway
2. Solomon Offer
3. Anna Harris
4. Leon Offer
5. Eugene Offer

That the said realty being improved by a house, cannot be divided in kind without material loss or injury.

That your Oratrix has paid the decedent's funeral bill, doctor's bills, hospital bills, taxes and numerous other debts of the deceased for the payment of which she desires reimbursements.

It is thereupon this 10 day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiff, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 15 day of October, 1958, give notice to the said absent defendant Myrtle Offer of the object and substance of this bill and warn her to be and appear in this Court in person, or by solicitor, on or before the 17 day of November, 1958, to show cause, if any she have, why a decree should not be passed as prayed.

George T. Cromwell
Clerk

1

Legal Notice

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 12,852 EQUITY

ALICE LOUISE OFFER

vs.

MYRTLE OFFER, et al

Order Of Publication

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(a) James Offer, a brother, died intestate during the year 1953; left no wife or children.

(b) Harry Offer, another brother, died about 1940 intestate; left surviving him two children:

1. Perry Offer who died about 1950 intestate with no children.
2. Myrtle Offer who was last heard from living in Chicago, address now unknown.

(c) William Offer, another brother, died about 1937 leaving surviving him five children:

1. Naomi Petteway
2. Solomon Offer
3. Anna Harris
4. Leon Offer
5. Eugene Offer

That the said realty being improved by a house, cannot be divided in kind without material loss or injury.

That your Oratrix has paid the decedent's funeral bill, doctor's bills, hospital bills, taxes and numerous other debts of the deceased for the payment of which she desires reimbursements.

It is thereupon this 10th day of September, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiff, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 15th day of October, 1958, give notice to the said absent defendant, Myrtle Offer of the object and substance of this bill and warn her to be and appear in this Court in person, or by solicitor, on or before the 17th day of November, 1958, to show cause, if any she have, why a decree should not be passed as prayed.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

O2

OFFICE OF

LIBER 116 PAGE 408

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1958

We hereby certify, that the annexed Order of Publication No. 12,852 Property Alice Louise Offer.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1958. The first insertion being made the 11th day of September, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1958 OCT 14 AM 9:32

By H. Tighman

ALICE LOUISE OFFER, Plaintiff	*	No. 12,852 EQUITY
vs.	*	
MYRTLE OFFER		
NAOMI PETTEWAY	*	IN THE
SOLOMON OFFER	*	CIRCUIT COURT
ANNA HARRIS		
LEON OFFER	*	FOR
EUGENE OFFER, Defendants	*	ANNE ARUNDEL COUNTY

* *

ANSWER TO BILL OF COMPAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Myrtle Offer, Naomi Petteway, Solomon Offer, Anna Harris, Leon Offer, and Eugene Offer, Defendants in the above entitled cause by their Solicitor, Samuel Schenker, and respectfully answers:

1. That they admit the allegations of Paragraph One, Two, Three, and Four.

2. That they neither admit nor deny the payments of various bills by the Oratrix and demand strict proof thereof and that they agree to an appointment of trustees in a purpose of making sale of the estate, but that no publication is required for said Myrtle Offer inasmuch that she is represented in this cause.

WHEREFORE having answered the Bill of Complaint prays to have the same dismiss with cost.

Samuel Schenker, Attorney
for Defendants

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing answer to Bill of Complaint was sent to George B. Woelfel, Solicitor for Oratrix, 9-11 School Street, Annapolis, Maryland.

FILED
1958 OCT 20 PM 3:44

Samuel Schenker, Attorney
for Defendants

SAMUEL SCHENKER
ATTORNEY AT LAW
180 MAIN STREET
ANNAPOLIS, MD.

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ALICE LOUISE OFFER,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
MYRTLE OFFER, et al,	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 12,852 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PLAINTIFF

November 10, 1958

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff

Mr. Samuel Schenker, Solicitor for Defendants

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Alice Louise Offer, pages 2 - 5.

Adela Brown, pages 6 - 8.

William U. McCready, pages 9 - 10.

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1958 NOV 21 AM 11:55

Alice Louise Offer, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Alice Louise Offer, 621 Second Street, Eastport.

2 You are the plaintiff in this case, are you not?

A Yes sir.

3 Did you know Charles Offer?

A Yes sir.

4 Is Charles Offer living or dead?

A Dead.

5 Did Charles Offer during his lifetime own any property in Eastport?

A Yes sir, he owned a lot on the northeast side of Fifth Street, having a frontage of 22 feet, a depth of 100 feet; being a part of Lot 172 as laid down on a plat of Horn Point, improved by a dwelling.

6 I show you a deed dated February the 17th, 1914, from Richard G. Meade and Annie M. Meade, his wife, to Charles R. Offer, this certified copy being recorded among the Land Records of Anne Arundel County in Liber G.W. No. 99, folio 407, and I'll ask you if this is a certified copy of the deed to the Offer property?

A As far as I know it is. (CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

7 What improvements, if any, are on this property?

A There is an asbestos shingled house, two story.

8 How many rooms are in that house?

A Six rooms and bath.

9 What kind of heat does the house have?

A It has an oil heater.

10 You mean oil stove?

A Oil stove, that's right.

11 State when and where you were married to Charles Offer.

A It was in '25, out at Parole, September the 30th, 1925.

12 Is this the original certificate of your marriage?

A Yes sir.

(ORIGINAL COPY OF MARRIAGE CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

13 When did Charles Offer die?

A He died July the 2nd, 1956.

14 Did Charles Offer leave a Will?

A Not that I know of.

15 Did he leave any personal property?

A Not that I know of.

16 Were Letters of Administration ever taken out on his estate?

A No.

17 Did Charles Offer ever have any children?

A Not that I know of.

18 Did he have a mother or father living at the time of his death?

A No.

19 Did he have any brother or sisters living at the time of his death?

A No sir, he was the last one.

20 Did he have any children of brothers or sisters living at the time of his death?

A Yes sir.

21 First, state the names of his brothers.

A Harry Offer, James, and Willie.

22 Did James Offer ever marry?

A Not that I know of.

23 When did he die?

A I'm telling you the truth, I just couldn't tell you just when.

12

24 Was it before your husband's death?

A Yes sir, it was a few years before.

25 When did Harry Offer die, his other brother?

A Well, he died quite awhile before.

26 Did he leave a Will?

A I mean, I don't know about that, I hadn't heard anything.

27 Were Letters of Administration ever taken out on his estate?

A Not that I know of.

28 Did he leave any children?

A He left two.

29 What were the names of the children?

A Percy and Myrtle.

30 Is Percy Offer living?

A No, he's dead.

31 When did he die?

A I couldn't tell you that, I know it was after the war because he was in the service.

32 Did he leave any children?

A Not that I know of.

33 And no wife?

A Not that I know of.

34 And he died prior to your husband's death?

A Yes, he did.

35 Now, is Myrtle Offer living?

A Well, last I heard she was living, but I don't know, last I heard she was in Chicago, but I don't know and haven't heard anything since.

36 Now, William Offer, is he living?

A William Offer is dead.

37 When did he die?

A He died long before my husband did too, quite awhile ago.

38 Did he leave any children?

A Yes, he did.

39 What children did he leave?

A Yes, William left five children; Naomi Pettaway, Solomon Offer, Anna Harris, Leon Offer and Eugene Offer.

40 And they are all living?

A Yes.

41 And they're all over 21 years of age?

A Yes sir, far as I know.

42 Can you divide the house up and lot between these children and yourself without loss or injury?

A No.

43 Have you paid your husband's funeral bill?

A Yes sir.

44 And other bills you paid for him?

A That's right.

45 What, in your opinion, is the value of this real estate?

A About Four Thousand ($4000.00) I guess, I really don't know.

(Mr. Schenker)

No cross-examination.

*****

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QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.Alice L. Offer.....

Adela Brown, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1 What is your name?

A Adela Brown, 205 Eastern Avenue.

2 Did you know Charles Offer?

A Yes.

3 Is Charles Offer living or dead?

A Dead.

4 When did he die?

A July 2nd, 1956.

5 Did Charles Offer own any real estate during his lifetime?

A Yes, he did, he owned a lot on the south side of Second Street, which was 22 feet front and 100 feet deep.

6 Did Charles Offer make a Will?

A No.

7 Who is Alice Louise Offer?

A That's Charles Offer's wife.

8 And she's the plaintiff in this suit?

A Yes.

9 Now, did Charles Offer have any children?

A No.

10 Did he have a mother or father living at the time of his death?

A No.

11 Did he have any brothers or sisters living at the time of his death?

A No.

12 Did he have any children of brothers or sisters living at the time of his death?

A Yes, he did.

13 How many brothers did Charles Offer originally have?

A Three.

14 The first was James Offer?

A Yes.

15 Is he living or dead?

A He's dead.

16 About when did he die?

A About 1953.

17 Did he have a wife or leave any children?

A No.

18 Is Harry Offer living or dead?

A Dead.

19 Did he leave any children?

A Two, Myrtle and Percy.

20 Is Percy living or dead?

A He's dead.

21 Did he die before Charles Offer died?

A Yes.

22 Where is Myrtle Offer now living?

A She was last known in Chicago.

23 Was William Offer another brother of Charles Offer?

A Yes, he was.

24 Is William Offer living or dead?

A He's dead.

25 Did he die before Charles Offer?

A Yes.

26 How many children did he leave?

A Five.

27 State their names.

A Naomi Pettaway, Eugene Offer, Leon Offer, Solomon Offer and Anna Harris.

28 Are all of those five children living?

A Yes sir.

29 Are they all over 21 years of age?

A Yes.

30 What improvements are on this lot that Charles Offer

17

left?

A A house.

31 Do you think that property can be divided between the wife and those children without material loss or injury?

A No.

32 Did Charles Offer leave a Will?

A No.

33 Did he leave any personal property?

A No.

34 Were Letters of Administration ever taken out on his estate?

A No.

35 What do you think is the value of this property?

A Around Four Thousand Dollars ($4000.00).

Mr. Schenker - Cross- Examination:

1 Mrs. Brown, do you live on the property?

A No.

2 Does Mrs. Offer live there?

A Yes, she does.

3 She's been living there ever since the death of her husband?

A Yes.

4 Do you know whether or not she has been renting out parcels of that property, had roomers?

A Yes, she has.

*****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature. Mrs. Adela Brown.....

William U. McCready, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A William U. McCready, 13 Dean Street, Annapolis, Md.

2 What is your occupation?

A I'm really a furniture dealer, retailing.

3 Are you connected with any building association in Annapolis?

A Yes, I've been connected for 33 years with the Annapolis Federal now, it was formerly Enterprise.

4 And you have been the appraiser for real estate for them?

A I've been appraiser for 33 years, and yesterday I was out and made loans of at least Fifty Thousand Dollars ($50,000.00) easily.

5 And as such appraiser you have gained a good knowledge of the values of real estate in Anne Arundel County?

A Well, during the 33 years, just to give you an idea, we've only made one loss on any appraisal that I've made, and that was due to the hurricane that happened a couple years ago, Hazel, that was due to the storm coming in and ruining the plaster and ruining the apartment, and we did make a loss on that, but I have made thousands of appraisals and never have had a loss, only that one.

6 Did you know Charles Offer?

A I knew of him, I know his wife much better because she comes to the store quite often.

7 Do you know of any real estate that he left behind after his death?

A Yes, 621 Second Street.

8 Have you gone over recently and made an appraisal of

this property?

A Yes, I went over last Friday.

9 And what did you find?

A Well, I found that it is a lot fronting 22 feet on Second Street with an even depth of 100 feet, I stepped it off, and it is improved by a six room, two story asbestos shingled house.

10 How many rooms does it contain?

A Six rooms, and a bath.

11 Does it have any central heating plant?

A No, it's heated by two oil stoves, one in the kitchen and one in the dining room; the bathroom is in awful condition, the roof leaks and every time they have a rain water goes all over the ceiling in the bathroo .

12 What, in your judgment, is the fair market value of that property?

A I would say the fair market value would be Forty Fiv Hundred Dollars ($4500.00).

(Mr. Schenker)

No cross-examination.

****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer.....No.....

Signature.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 21st day of November, 1958.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

I.H. $10.00

LIBER 116 PAGE 424

I Hereby Certify, That on this 21st day of September One Thousand Nine Hundred and twenty-five at Camp Parole, Md. Charles Offer and Louise Snowden were by me united in Marriage in accordance with the License issued by the Clerk of the Circuit Court for ..... County, in the State of Maryland.

J W Armstrong
Minister
(OFFICIAL CHARACTER)

This Certificate to be Given to the Contracting Parties.

Filed 12,852 E
Nov 21-1958 Offer-Offer
Examiner's Ch. 2
E Clawson, Examiner

24

LIBER 116 PAGE 425

Alice Louise Offer	:	No. 12,852 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Myrtle Offer, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

SUBMISSION FOR DECREE

We, the undersigned, counsel for Plaintiff and Defendants, in the above entitled cause, do hereby agree to submit the proceedings in this case for a final decree upon the testimony of the Plaintiff hereby waiving the ten day allowed for the filing of exceptions.

George B. Woelfel
Solicitor for Plaintiff

Samuel Schenker
Solicitor for Defendants

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Alice Louise Offer	:	No. 12,852 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Myrtle Offer, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that Charles Offer died intestate on July 2nd, 1956, leaving no personal property but being seized and possessed of the land mentioned in these proceedings and that the said real estate cannot be divided in kind without material loss or injury among the co-tenants who inherited the same

It is thereupon this 21st day of November, in the year 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate mentioned in these proceedings be sold and that George B. Woelfel and Samuel Schenker, be, and they are hereby, appointed trustees to make sale of the said real estate and that the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of forty five hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five Hundred ($500) Dollars on the day of sale, balance to be paid in cash upon the

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final ratification of the sale, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of six percent and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money and not before, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust. Said Trustees in the advertisement of the sale shall give at least 90 day notice to creditors of Charles Offer, directing said creditors to file claim with the Clerk of this Court on or before the 28th day of March, 1959 or thereafter be barred.

Matthew S. Evans
Judge

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LIBER 116 PAGE 428
LIBER 9 PAGE 505

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

Equity No. 12,852

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and Samuel Schenker, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Five Hundred Dollars ($4,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, each of us, and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 6th day of January, 1959.

WHEREAS by a Decree of the Circuit Court for Anne Arundel County dated November 21, 1958, in a cause therein pending wherein Alice Louise Offer, as Plaintiff, vs. Myrtle Offer, et al, Defendants, the said George B. Woelfel and Samuel Schenker were duly appointed Trustees to make sale of the property described in said proceedings, and whereas the said George B. Woelfel and Samuel Schenker are about to execute the power reposed in them.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George B. Woelfel and Samuel Schenker shall well and truly perform the trust reposed in them by said Decree or by any future Decree or Order passed in the premises, then this obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

George B. Woelfel (SEAL)

Mary M. Hoff

Samuel Schenker, PRINCIPALS (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney in fact

Kathleen L. Woelfel

SURETY

Bond filed and approved this 9th day of January 1959 JAN -9 PM 2:30

George T. Cromwell, Clerk

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Alice Louise Offer	:	No. 12352 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Myrtle Offer, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

AUCTIONEER'S CERTIFICATE
AND
PURCHASER'S AGREEMENT

I hereby certify that upon this 13th day of January, 1959, I sold the within described property unto Alice Louise Offer at and for the sum of Thirty-nine (#3900) Hundred Dollars, she being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

Robert A. Campbell (Seal)
Auctioneer

: : : : : : :

I hereby certify that upon this 13th day of January, 1959, I purchased the above described property from George B. Woelfel and Samuel Schenker, Trustees, at and for the sum of Thirty-nine Hundred (#3900) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

Alice Louise Offer (Seal)
Purchaser

FILED

1959 JAN 16 PM 1:03

29

Public Sale
OF VALUABLE REAL ESTATE

PROPERTY NO. 621 SECOND STREET, EASTPORT CONTAINING 5 ROOMS AND BATH, ELECTRICITY, HOT AND COLD RUNNING WATER, BOTTLED GAS.

Under and by virtue of the decree of the Circuit Court for Anne Arundel County dated the 21st day of November, 1958, and passed in a cause therein pending wherein Alice Louise Offer was plaintiff and Myrtle Offer, et al, were defendants, the same being No. 12852 Equity, the undersigned, duly appointed trustees in the said decree, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, Jan. 13, 1959 at 10 o'clock A. M.

All that lot or parcel of ground situate, lying, and being on the northeast side of Second Street having a frontage thereon of 22 feet with an even depth of 100 feet. Being the same property which was conveyed by Richard G. Meade and wife to Charles R. Offer by deed dated February 17th, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 99, folio 407.

Terms of Sale: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale; deferred payment to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser. Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars apply:
GEORGE B. WOELFEL
SAMUEL SCHENKER, Trustees
9-11 School Street
Annapolis.

Auctioneer
Robert Campbell

Notice To Creditors

Notice is hereby given to all creditors of Charles R. Offer to file their claims with the Clerk of the Circuit Court of Anne Arundel County on or before the 28th day of March, 1959, or thereafter be barred.

GEORGE B. WOELFEL
SAMUEL SCHENKER, Trustees
J-12

Alice Louise Offer	:	No. 12852 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Myrtle Offer, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel and Samuel Schenker, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated the 21st day of November, 1958, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door, in the said City, on the 13th day of January, 1959, at 10 o'clock, A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situate, lying and being on the northeast side of Second Street having a frontage thereon of 22 feet with an even depth of 100 feet. Being the same property which was conveyed by Richard G. Meade and wife to Charles R. Offer by deed dated February 17th, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 99, folio 407.

And your said Trustees sold the above described property to Alice Louise Offer for the sum of Thirty-Nine Hundred ($3900) Dollars, she being at that sum the highest bidder therefor, the

FILED
1959 JAN 16 PM 1:03

30

terms of said sale being a deposit of Five Hundred ($500) Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel

Samuel Schenker

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 13th day of January, in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and Samuel Schenker, Trustees, named in the above report of sale, and made oath in due form of law, that the matters and facts stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hall

Notary Public

31

ORDER NISI

LIBER 116 PAGE 432

Alice Louise Offer

versus

Myrtle Offer, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,852 Equity

Ordered, this 16th day of January, 19 59, That the sale of the Property in these proceedings mentioned made and reported by George B. Woelfel and Samuel Schenker, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $ 3900.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JAN 16 PM 1:03

TEST: _____ Clerk.

(Final Order)

Alice Louise Offer

versus

Myrtle Offer, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED
1959 FEB 24 PM 12:30

32

Public Sale

OF VALUABLE REAL ESTATE

PROPERTY NO. 621 SECOND STREET, EASTPORT CONTAINING 5 ROOMS AND BATH. ELECTRICITY, HOT AND COLD RUNNING WATER, BOTTLED GAS.

Under and by virtue of the decree of the Circuit Court for Anne Arundel County dated the 21st day of November, 1958, and passed in a cause therein pending wherein Alice Louise Offer was plaintiff and Myrtle Offer, et al, were defendants, the same being No. 12852 Equity, the undersigned, duly appointed trustees in the said decree, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesdoy, Jan. 13, 1959 at 10 o'clock A. M.

All that lot or parcel of ground situate, lying, and being on the northeast side of Second Street having a frontage thereon of 22 feet with an even depth of 100 feet. Being the same property which was conveyed by Richard G. Meade and wife to Charles R. Offer by deed dated February 17th, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 99, folio 407.

Terms of Sale: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale; deferred payment to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser. Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars apply:
GEORGE B. WOELFEL
SAMUEL SCHENKER, Trustees
9-11 School Street
Annapolis.

Auctioneer
Robert Campbell

Notice To Creditors

Notice is hereby given to all creditors of Charles R. Offer to file their claims with the Clerk of the Circuit Court of Anne Arundel County on or before the 28th day of March, 1959, or thereafter be barred.

GEORGE B. WOELFEL
SAMUEL SCHENKER, Trustees
J-12

LIBER 116 PAGE 433 OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 20, 1959

We hereby certify, that the annexed
Public Sale and
Notice to Creditors
Alice Louise Offer
and Charles R. Offer
was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 22nd day of December, 1958.

FILED
1959 JAN 20 PM 2:53

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

OFFIC. OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 116 PAGE 434

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,852 Equity

ALICE LOUISE OFFER
VERSUS
MYRTLE OFFER, et al,

Ordered, this 16th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel and Samuel Schenker, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $3,900.00.

GEORGE T. CROMWELL, Clerk
True Copy. TEST:
GEORGE T. CROMWELL, Clerk
F-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1959

We hereby certify, that the annexed Order Nisi Sale Eq. 12,852 Alice Louise Offer, vs Myrtle Offer

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 19th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 1643 1959 FEB 17 AM 2:23

By Hazel Tilghman

34

LIBER 116 PAGE 435

In the Case of

Alice Louise Offer

vs.

Myrtle Offer,

et al

In the

Circuit Court

For

Anne Arundel County

No. 12,852 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

May 5, 1959

We, the undersigned, solicitors for Plaintiff and Defendants respectively, all parties being sui juris, do hereby agree to the immediate ratification of this auditor's account.

George B. Woelfel
George B. Woelfel, Solicitor for Pln.

Samuel Schenker
Samuel Schenker, Solicitor for Defs.

FILED

MAY 7 1959

Dr. Alice Louise Offer vs. Myrtle Offer, et al in ac.

To Trustees for Commissions, viz:		148	66	148 66
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendants' Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		70	00	
Jos. W. Alton, Jr. - Sheriff's costs		7	25	
Emanuel Klawans - Examiner's fee		10	00	
Irene Hazel - Stenographer's fee		10	00	
Auditor - stating this account		31	50	
				148 75
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of Publication		62	52	
Capital-Gazette Press - advertising sale		43	76	
Capital-Gazette Press - order nisi (sale)		8	00	
Wm. U. McCready - appraiser's fee		10	00	
Globe Indemnity Co. - bond premium		18	00	
Robert H. Campbell - auctioneer's fee		25	00	
Clerk of Court - certified copy of deed		1	75	
One-half Federal documentary stamp		2	20	
One-half State documentary stamp		2	20	
Mary M. Hoff - notary fees		2	00	
				175 43
To Trustees for Taxes, viz:				
1958 Annapolis City taxes ($37.90) - 6 months 13 days		20	25	
1959 State and County taxes ($46.25) - 13 days		1	69	21 94
To Trustees for Claims Filed, viz:				
Alice Louise Offer - in full for claim filed (Order 4/30/59)		600	00	600 00
To Trustees for Widow's Allowance, viz:				
Alice Louise Offer, widow - statutory allowance		2,000	00	2,000 00
BALANCE FOR DISTRIBUTION - $860.47				
Distributed to the heirs at law of				
Charles Offer, who died 7/2/56, viz:				
To Alice Louise Offer, Widow - one-half		430	23	
Less 1% direct inheritance tax		4	30	425 93
To Myrtle Offer, niece - one-fourth		215	12	
Less 7½% collateral inheritance tax		16	13	198 99
To the Children of William Offer, deceased brother, as follows:				

LIBER 116 PAGE 437

(1) To Naomi Petteway, niece - one-twentieth	43	02	
(2) To Solomon Offer, nephew - one-twentieth	43	02	
(3) To Anna Harris, niece - one-twentieth	43	02	
(4) To Leon Offer, nephew - one-twentieth	43	03	
(5) To Eugene Offer, nephew - one-twentieth	43	03	215 12
To Register of Wills - total direct and collateral inheritance taxes	20	43	20 43
			3,955 25

with George B. Woelfel and Samuel Schenker, Trustees Cr.

1959				
Jan.	13	Proceeds of Sale	3,900 00	
		Interest on deferred payment to 4/21/59	55 25	3,955 25
				3,955 25

No. 12,852 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

Alice Louise Offer

vs.

Myrtle Offer,

et al

Auditor's Report and Account

Order nisi 19

Final order 19

Filed 19

ORDER NISI

VERSUS

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. Equity.

ORDERED, This day of , 19, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the day of next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the day of next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, upon the consent to immediate ratification, attached hereto, this 7th day of May, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1959 MAY -7 PM 3:02

LIBER 116 PAGE 440

CANTON PULASKI POLISH BUILDING	*	IN THE CIRCUIT COURT
ASSOCIATION OF BALTIMORE CITY	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM P. BEVAN and MILDRED SINCLAIR BEVAN, his wife,	*	In Equity No. 12142

* * * * * * * * * * *

PETITION TO FILE MILITARY AFFIDAVIT

To The Honorable, the Judges of said Court:-

The Petition of Charles F. Rechner, Jr., Solicitor in the above entitled cause respectfully represents unto your Honors:

(1) That through inadvertence and oversight he neglected to file an Affidavit of non military service in the above entitled cause.

(2) That this error was called to his attention recently by a Title Examiner and while Petitioner believes and it avers that the failure to file said Affidavit in no way impairs the validity of the proceedings in said cause. Petitioner believes it would be advisable to file such Affidavit non military service in order to avoid any question being raised by Title Examiners in the future.

Petitioner therefore prays this Court to pass an Order instructing the Clerk to file the attached military service affidavit in the above entitled cause, nunc pro tunc as of the date of filing of the Order to docket the suit.

That he will ever pray, etc.

Charles F. Rechner, Jr., Petitioner.

FILED

1959 MAY 15 PM 2:27

O R D E R

UPON consideration of the aforegoing Petition and military affidavit thereto attached it is this 15th day of May, 1959, ORDERED by the Circuit Court for Anne Arundel County, in equity, that the Clerk of the Court file the military affidavit attached to the Petition in the above entitled cause nunc pro tunc as of the date of filing of the original Order to docket suit.

Benjamin Michaelson
Judge

FILED
1959 MAY 15 PM 3:56

2

LIBER 116 PAGE 442

CANTON PULASKI POLISH BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate, Address 3201 Elliott Street, Canton, Baltimore 24, Maryland,

vs

WILLIAM P. BEVAN and MILDRED SINCLAIR BEVAN, his wife.
Address P. O. Box 60, Route 3,
Green Haven, Anne Arundel County, Md.

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY,

In Equity.

No. 12142.

Military Service Affidavit.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 30th day of April, 1959, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Stephen N. Nowacki, and made oath in due form of Law that he knows the defendants herein and that to the best of his information, knowledge and belief:

That on June 10, 1957;

(1) said defendants were not in the military service of the United States,

(2) said defendants were not in the military service of any nation allied with the United States,

(3) said defendants were not ordered to report for induction under the Selective Training and Service Act,

(4) said defendants were not members of the Enlisted Reserve Corps who had been ordered to report for military service.

Rita G. Brown
Notary Public.

Stephen N. Nowacki
Affiant

FILED NUNC PRO TUNC
1959 MAY 15 PM 3:55 AS OF MAY 6, 1957

3

LIBER 116 PAGE 443

Oscar Prann
716 Second Street
Annapolis, Maryland

vs

Edith Prann
716 Second Street
Annapolis, Maryland

and

Ida Wiseman
14 Fleet Street
Annapolis, Maryland

and

Mary Colbert, minor
14 Fleet Street
Annapolis, Maryland

and

Helen Brown
14 Fleet Street
Annapolis, Maryland

and

Georgianna Wiseman
14 Fleet Street
Annapolis, Maryland

and

Richard Wiseman
57 Solomons Island Road
Parole, Maryland

and

John Wiseman
57 Solomons Island Road
Parole, Maryland

and

Eugene Wiseman
57 Solomons Island Road
Parole, Maryland

and

Mary Dorsey
31 Carver Street
Parole, Maryland

and

Ethel Boston
31 Carver Street
Parole, Maryland

and

Rodger Brown
407 Oaklawn Avenue
Parole, Maryland

and

No. 12,517 EQUITY

In the Circuit Court

for

Anne Arundel County

FILED

1958 AUG 21 AM 11:14

Richard Brown
Box 126
Edgewater, Maryland

and

Thomas Brown
(employed and lives at)
Henryton Hospital
Henryton, Maryland

and

Ruth Murray
1501 Apartment C
Fort Meade, Maryland

LIBER 116 PAGE 444

BILL FOR SALE OF REALTY FOR PURPOSE OF PARTITION

To the Honorable, the Judges of said Court:

Your Orator humbly complaining says:

1.

That Oscar Prann and John R. Wiseman as tenants in common were seized and possessed of two parcels of land situate in the City of Annapolis, State of Maryland, formerly known as lots Nos. 39 & 40 Carroll Alley, now known as 41 Pinkney Street also formerly known as Taylor Street, A certified copy of the deed to Oscar Prann and John R. Wiseman of the said property being filed herewith as Plaintiff's Exhibit A.

2.

That being so seized and possessed, the said John R. Wiseman departed this life on or about the 1st day of July, 1944, intestate and left surviving him, a widow, Georgianna Wiseman and the following children and grandchildren, to whom, as heirs at law, his one half interest in said lands have descended, viz:

(a) Edith Prann, a daughter of said John R. Wiseman and of legal age. She is also the wife of Oscar Prann, the other tenant in common with John R. Wiseman.

(b) Ida Wiseman, daughter of said John R. Wiseman and of legal age.

(c) Helen Brown, daughter of said John R. Wiseman and of legal age.

(d) Richard Wiseman, son of said John R. Wiseman and of legal age.

(e) John Wiseman, son of said John R. Wiseman and of legal age.

(f) Eugene Wiseman, son of said John R. Wiseman and of legal age.

(g) Bessie (Wiseman) Brown, daughter of said John R. Wiseman and now deceased, having departed this life on or about the 16th day of October, 1940. She left no personal estate and no letters of administration were taken out on her. She died intestate. She left the following children, viz:

(1) Richard Brown, son of Bessie Wiseman Brown and of legal age.

(2) Ruth Murray, daughter of Bessie Wiseman Brown and of legal age.

(3) Ethel Boston, daughter of Bessie Wiseman Brown and of legal age.

(4) Mary Colbert, daughter of Bessie Wiseman Brown and a minor.

(5) Thomas Brown, son of Bessie Wiseman Brown and of legal age.

(6) Rodger Brown, son of Bessie Wiseman Brown and of legal age.

3.

That letters of administration were taken out on the estate of John R. Wiseman. No letters of administration were taken out on the estate of Bessie Wiseman Brown and in view of the fact she died intestate more than twelve years ago none are necessary.

4.

That the said real estate can not be divided in kind among the parties entitled thereto, as aforesaid, without material loss or injury to the said parties.

To the end, therefore,

1. That a Trustee may be appointed by decree of this Court to make sale of the property mentioned in these proceedings for the purpose of partition and that the proceeds be divided among the aforesaid heirs, according to their just respective shares agreeably to the Acts of Assembly in such cases made and provided.
2. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel

Woelfel, Curley & Woelfel
9-11 School Street
Annapolis, Maryland
Solicitors for Plaintiff

3

This Confirmatory Deed made this twenty-seventh day of May, in the year nineteen hundred and twenty-four, by and between Ellicott H. Worthington, Trustee, as hereinafter set forth, of the City of Baltimore, in the State of Maryland, party of the first part, and Oscar Prann and John R. Wiseman of Anne Arundel County, and State aforesaid, of the second part, Witnesseth:

Whereas by deed of trust dated May 6, 1915 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 97 folio 417 Margaret T. R. Worthington and Joseph M. Worthington, her husband, granted and conveyed unto Ellicott H. Worthington, Trustee, certain properties in Anne Arundel County, and State aforesaid, in trust for numerous purposes mentioned in said deed, among them being the power to sell and convey said property in said deed mentioned, was two lots of ground in the City of Annapolis, State aforesaid, situate on the south side of Carroll Alley, and known as Nos. 39 & 41 thereof.

And Whereas on or about April 29, 1924 Margaret T. R. Worthington, widow of Joseph M. Worthington, deceased, did, with the knowledge and consent of said Ellicott H. Worthington, Trustee, execute for a valuable consideration a deed to said lots of ground in Carroll Alley aforesaid, conveying said property to Oscar Prann and John R. Wiseman aforesaid, as tenants in common.

And Whereas the name of Ellicott H. Worthington, Trustee, as aforesaid, was inadvertently omitted from the deed of Margaret T. Worthington to Oscar Prann and John R. Wiseman, hereinbefore referred to,

And Whereas the said Ellicott H. Worthington, Trustee, is desirous to cure the defect caused by the omission aforesaid, and to confirm unto the said Oscar Prann and John R. Wiseman the title to the said lots of ground Nos. 39 and 41 in Carroll Alley, aforesaid.

Now, Therefore, This Confirmatory Deed Witnesseth, that in consideration of the premises, and of the sum of one dollar, the said Ellicott H. Worthington, Trustee, does by these presents grant, convey and confirm unto the said Oscar Prann and John R. Wiseman, as tenants in common, all those two lots of ground situate on the south side of Carroll Alley, in the City of Annapolis, State aforesaid, and known as Numbers 39 and 41 thereof, which were sold and conveyed by said Margaret T. Worthington unto the said Oscar Prann and John R. Wiseman, as tenants in common, as hereinbefore set forth.

Together with all the improvements thereon, and all the rights, alleys, ways, waters, privileges appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and to Hold the property herein described, together with the rights, privileges, appurtenances and advantages thereto appertaining unto and to the proper use and benefit of

+ delivered to Oscar Prann 9-25-1924

the said Oscar Prann and John R. Wiseman as tenants in common, their heirs and assigns in fee simple.

Witness the hand and seal of the grantor aforesaid.

Ellicott H. Worthington, Trustee (SEAL)

State of Maryland, Baltimore City, To wit:-

I hereby certify that on this 27th day of May, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Ellicott H. Worthington, Trustee, and acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial Seal.

(Notarial Seal.) H. Burton Bye, Notary Public.

Recorded 10 June, 1924 at 3 P. M.

REFILED
1955 NO. 26
TM 2:51

5

LIBER 116 PAGE 448

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber W. N. W. 89 Folio 17, one of the Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7th day of July, A.D., 1958

George T. Cromwell Clerk

GEORGE T. CROMWELL

LIBER 116 PAGE 449

Oscar Prann	:	No. 12,817 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Edith Prann, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON

: : : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of Oscar Prann respectfully shows:

1.

That the said Mary Colbert, one of the defendants in this cause, has been duly summoned, but being an infant she cannot answer and defend this suit herself.

Wherefore, your Petitioner, prays:

1. That this Honorable Court may appoint a guardian ad litem to appear and answer for the said infant.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Sol. for Pltf.
9-11 School Street,
Annapolis, Md.

FILED
1958 OCT 29 PM 2:18

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th day of October, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Oscar Prann who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary B. Woelfel

Notary Public

LIBER 116 PAGE 450

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 29th day of October, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Ernest Flanders be, and he is hereby appointed guardian ad litem for the infant, Mary Colbert, and that John Blandell, be, and he is hereby appointed their counsel.

Judge

FILED

1958 OCT 30 AM 10:40

8

LIBER 116 PAGE 451

Oscar Prann

vs.

Edith Prann, et al

No. 12,817 [redacted] - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant s, Edith Prann, Ida Wiseman, Helen Brown, Georgianna Wiseman, Richard Wiseman, John Wiseman, Eugene Wiseman, Mary Dorsey, ~~Ethel Boston, Rodger Brown, Richard Brown, Thomas Brown~~ and Ruth Murray ~~after Order of Publication duly published (or served)~~ having been duly summoned, having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication (or~~ Writ of Summons~~)~~

It is thereupon this 29th day of October 19 58 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff .to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Matthew S. Brown

Judge

FILED

1958 OCT 30 AM 9:38

9

LIBER 116 PAGE 452

Oscar Prann	:	No. 12,817	Equity
	:	In the	
vs.	:	Circuit Court	
	:	for	
Edith Prann, et al.	:	Anne Arundel County	
	:		

: : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

The answer of Mary Colbert, infant, by her guardian ad litem duly appointed by order of this Court, to the bill of complaint of Oscar Prann exhibited against her in this Court, respectfully states:

This Defendant, being an infant, cannot admit any of the matters and things in said bill of complaint and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.

Ernest Mountaw
Guardian ad litem

Albert A Blondell
Solicitor for Guardian
212 Duke of Glouchester St.
Annapolis, Md

FILED

1958 OCT 31 AM 10:27

10

LIBER 116 PAGE 453

OSCAR PRANN,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
EDITH PRANN, et al,	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 12,817 EQUITY

* * * *

TESTIMONY ON BEHALF OF PLAINTIFF

November 14, 1958

Present:

Mr. George B. Woelfel, Jr., Solicitor for Plaintiff

Mr. John A. Blondell, Solicitor for Defendants

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Oscar Prann, page 2.

Edith Prann, pages 3 - 6.

William U. McCready, pages 7 - 8.

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1958 NOV 26 PM 2:40

Oscar Prann, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 Will you state your name and address, Mr. Prann?

A Oscar Prann, 716 Second Street, Eastport, Annapolis, Md.

2 Did you and John R. Wiseman buy a piece of property known as 41 Pinkney Street or Taylor Street, Annapolis, Maryland, as conveyed to both of you by a deed from Elliott H. Worthington, Trustee, the 27th of May, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 89, folio 17?

A That's right.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(Mr. Blondell)

No cross-examination.

***

12

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer No.....

Signature Brian Pram.....

Edith Prann, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 Would you state your name and address?

A Edith Prann, 716 Second Street, Annapolis, Md.

2 You are the daughter of John R. Wiseman?

A Yes, I am.

3 Is John R. Wiseman living or dead?

A He's dead.

4 When did he die?

A July 1st, 1944.

5 Did he leave a Will?

A No, he didn't leave a Will.

6 Were Letters of Administration taken out on the estate of John R. Wiseman?

A It was.

7 And his personal estate has been administered?

A Yes.

8 Did John R. Wiseman's wife survive him?

A Yes, she's living, my mother's living.

9 And her name?

A Georgianna Wiseman.

10 Now, how many children did John R. Wiseman leave when he died? Name each child of his who is now living and state whether they're over 21 or under.

A They're all over 21, I'm the oldest.

11 And state who their husbands or wives are.

A Well, myself is one and the next one would be Mary Wiseman.

12 Is Mary Wiseman now married under a different name?

A Yes, she's Mary Dorsey now.

13 Now, who is next?

A Helen Brown, Richard Wiseman, Ida Wiseman, John Wiseman, Eugene Wiseman, seven living and one dead, Bessie is

dead.

(Mr. Klawans)

14 Are all of those seven living children more than 21 years of age?

A They are, all of them.

15 Did he have any other children?

A No other children except these eight.

16 He had Bessie, didn't he?

A Bessie is dead.

17 Did she die before him or after?

A She died before him.

18 Did she have any children?

A Yes, she had six children.

(Mr. Woelfel)

19 Name her children.

A Richard Brown, Ruth Murray, Ethel Boston, Mary Colbert.

20 Mary Colbert is a minor, is she not?

A Yes, I think she's probably 18 or 19. There are two boys, Thomas Brown and Rodger Brown.

21 All those children are 21 years old except Mary Colbert?

A Except Mary.

(Mr. Klawans)

22 What about Georgianna Wiseman?

A That's my mother.

23 Did she have any other children who are not living?

A No, these are all she had living.

24 None other children that died?

A None of them have died.

(Mr. Woelfel)

25 And John Wiseman had no other children who died?

A No, not any that I can remember.

26 What type of property is this?

A A five room house, two stories.

27 How big would you say the lot is?

A About 18 feet wide and about 35 feet deep.

15

28 Is this house susceptible of being divided up in kind among all the children without a sale?

A No, I don't see how you could cut it up because there's so many of them, no, it would be impossible.

29 Would it be to the best interest and advantage of the minor to sell it and divide the money?

A Yes.

30 Why do you think it is for the interest of the minor to sell it?

A We just thought it would be best to sell it and everybody will get their little tiny bit that's coming to them.

(Mr. Klawans)

31 Is there any benefit that she's getting out of the house now?

A No.

32 Is the property being rented now?

A Yes, but she doesn't get anything out of it.

33 Who gets the rent?

A My mother gets the rent, my mother gets her share and Oscar gets his share.

34 Is Mary living in the house now?

A No, she lives with my sister, my sister raised her after the death of her mother.

(Mr. Blondell - Cross-Examination)

1 Would Mary Colbert be deprived of a home if the house was sold?

A No, indeed.

2 In your opinion, could five people appointed by the Court go down to that house and divide it up amongst these various decendants?

A No, just like 39 was sold and everybody got their little part whatever it was, it was sent out as a check and

everybody got their little check, so it was all satisfactory, so I think if this would be sold it would be for the best and no one would have no complaint after that.

*****

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer. No.

Signature. Edith E. Mann

William U. McCready, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 What is your name and address?

A William U. McCready, 13 Dean Street, Annapolis, Md.

2 Have you had any experience appraising real estate?

A I've been appraising it for more than 30 years for the Annapolis Federal Building and Loan Association.

3 Have you looked at the property known as 41 Pinkney Street?

A Yes.

(Mr. Klawans)

4 Are you familiar with the values of real estate in the vicinity of Pinkney Street in Annapolis?

A Yes.

(Mr. Woelfel)

5 Have you looked at No. 41 Pinkney Street or Taylor Street in Annapolis, and appraised it?

A I have.

6 What does the property consist of?

A It consist of a front room and a back room, three bedrooms.

7 How wide would you say it is?

A I would say the lot is not more than 14 feet, I measured it off by stepping it off, I'd say 12 or 14 feet, I've been there three times, I went there this morning and stepped it off.

8 How deep would you say it is?

A Well, it's not very deep, I would say 75 feet, not more than 75 or 80 feet.

9 What kind of material is the dwelling constructed of?

A Wood.

10 Shingled or what?

A No, it's kinda weatherboard on the outside.

11 What kind of heating system?

A It has no heat at all except the oil heat and that's owned by the tenant who lives in there now.

12 A space heater?

A A space heater, burns oil, it has no toilet and it has no bathroom, and the people who want to go to the toilet have to go on the outside, it's a piece of junk if you want me to tell you the truth.

13 What kind of condition would you say it's in?

A Not very good condition.

14 What, in your opinion, is the fair market value?

A I would say anywhere, I wouldn't say more than Fifteen Hundred to Eighteen Hundred Dollars.

(Mr. Klawans)

15 Is this property susceptible of division in kind of the numerous heirs? Could you divide the house and lot up among ten people?

A No, it couldn't be divided up.

16 Would you say it would be to the best interest and advantage of the minor, who are part owners, that the property be sold and the money divided?

A I would think so, because only one family can live in it, because there's nothing there and it's in terrible condition inside. And I want to state this, the party in there, that lives in there, their name is Offer, and she said she owns the hot water in there, the hot water system, the hot water for the house; all it has is just water in the house, the toilet is on the outside, no bathroom at all.

(Mr. Blondell)

No questions.

***

20

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? If so, state same fully and at large in your answer.

Answer W/C Wm. M. Moseley

Signature.....

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff. That I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony, that the testimony was taken in one day.

Witness my hand and seal this 26th day of November, 1956.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $10.00

I.H. $8.00 I.H.

22

OSCAR PRANN : No. 12,817 EQUITY

vs : In the Circuit Court for Anne Arundel County

EDITH PRANN, et al

: : : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that John R. Wiseman died intestate on the 1st day of July, 1944. leaving a personal estate that was administered upon, but being seized and possessed of the land mentioned in these proceedings and that said real estate cannot be divided in kind without material loss or injury among the co-tenants who inherited the same

It is thereupon this 11th day of December, in the year of 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate mentioned in these proceedings be sold and that George B. Woelfel Jr., be, and he is hereby, appointed trustee to make sale of the said real estate and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the Penalty of the sum of two thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in some weekly or dailey newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five Hundred ($500) Dollars on the day of sale, balance to be paid in cash upon the final ratification of the sale, or all cash, at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of six

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23

percent and to be secured to the satisfaction of the trustee, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase price and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto., plaintiff or defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Matthew L. Evans
Judge

G 22056

LIBER 116 PAGE 466
LIBER 9 PAGE 494

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

No. 12,817 Equity

A STOCK COMPANY
BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, Jr. of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the Stateof Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00) - - - - - - - - - - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 5th day of January , 1959 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Oscar Prann vs. Edith Prann, et al dated December 11, 1958, George B. Woelfel, Jr. was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel, Jr. is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

George B. Woelfel, Jr. (SEAL)
George B. Woelfel, Jr., PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, II
John H. Hopkins, II, Attorney-in-fact
SURETY

Bond filed and approved
this 6th day of January 1959
George T. Cromwell, Clerk.

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1959 JAN -6 AM 9:41

25

LIBER 116 PAGE 467

Oscar Prann	:	No. 12817 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Edith Prann, et al.	:	Anne Arundel County
	:	

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE
AND
PURCHASER'S AGREEMENT

I hereby certify that upon this 13th day of January, 1959, I sold the within described property unto Helen Prann and Oscar Prann or the survivor at and for the sum of Two thousand ($2000) ——— Dollars, they being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel Jr.

Robert H. Campbell (Seal.)
Auctioneer

: : : : : : : :

I hereby certify that upon this 13th day of January, 1959, We purchased the above described property from George B. Woelfel, Jr., Trustee, at and for the sum of Two thousand ($2000) ——— Dollars and we do hereby agree to comply with the terms of said sale.

Witness our hands and seals placed hereon the day and year first above written.

Witness:

George B. Woelfel Jr.

Oscar Prann (Seal)

Helen C. Prann (Seal)
By Edith C. Prann
Agent,

Public Sale
OF VALUABLE REAL ESTATE
PROPERTY NO. 41 PINKNEY STREET, ANNAPOLIS.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated 11th day of December, 1958, and passed in a cause therein pending wherein Oscar Prann was plaintiff and Edith Prann, et al. were defendants, the same being No. 12,817 Equity, the undersigned, duly appointed trustee in the said decree, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, January 13th, 1959 at 10:15 o'clock A.M.

All that lot or parcel of ground situate, lying, and being on the south side of Pinkney Street, formerly known as Carroll Alley, and now known as No. 41 Pinkney Street, Annapolis, Maryland; lot being 13 feet wide and 42 feet deep, more or less, and improved by a frame dwelling. Being the same property which was conveyed by Ellicott and Margaret Worthington by deeds dated April 27 and 29, 1924, and recorded among the land Records of Anne Arundel County in Liber WNW No. 89, Folio 17 and 18.

Terms of Sale: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale; deferred payment to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser. Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars apply:
GEORGE B. WOELFEL, JR.
Trustee
9-11 School Street
Annapolis, Maryland.
Auctioneer
Robert Campbell

J-12

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26

LIBER 116 PAGE 468

OSCAR PRANN	: No. 12,817	EQUITY
	:	In the Circuit Court
vs	:	for
EDITH PRANN, et al	:	Anne Arundel County

: : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel Jr., Trustee appointed by a Decree of this Court, passed in the above entitled cause, dated the 11th day of December, 1958, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites, as required by law and the said Decree and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in the said City, on the 13th day of January, 1959, at 10 o'clock, AM and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said Decree, situate, lying and being on the south side of Pinkney Street, formerly known as Carroll Alley, and now known as No. 41 Pinkney Street; lot being 13 feet wide by 42 feet deep, more or less. Being the same property which was conveyed by Ellicott and Margaret Worthington by deeds dated April 27 and 29, 1924, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 89, Folio 17 and 18.

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1959 JAN 19 AM 9:17

27

And your Trustee sold the above described property to Helen Prann and Oscar Prann, as joint tenants, for the sum of Two Thousand ($2,000.00) Dollars, they being at that sum the highest bidder therefor, the terms of said sale being a deposit of Five Hundred ($500.00) Dollars, balance upon ratification of the sale.

Respectfully submitted,

Trustee-George B. Woelfel Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 19th day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel Jr., Trustee, named in the above report of sale, and made oath in due form of law, that the matters and facts stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my Hand and Seal Notarial.

Notary Public

ORDER NISI

LIBER 116 PAGE 470

OSCAR PRANN

versus

EDITH PRANN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,817 Equity

Ordered, this 19th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by George B. Woelfel, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the ~~23rd~~ day of February next.

The report states that the amount of sale was $2,000.00

Clerk.

True Copy,

FILED 1959 JAN 19 AM 9:17

TEST: Clerk.

(Final Order)

OSCAR PRANN

versus

EDITH PRANN, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

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1959 FEB 24 PM 12:29

29

Public Sale
OF VALUABLE REAL ESTATE

PROPERTY NO. 41 PINKNEY STREET, ANNAPOLIS.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated 11th day of December, 1958, and passed in a cause therein pending wherein Oscar Prann was plaintiff and Edith Prann, et al, were defendants, the same being No. 12,817 Equity, the undersigned, duly appointed trustee in the said decree, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, January 13th, 1959 at 10:15 o'clock A.M.

All that lot or parcel of ground situate, lying and being on the south side of Pinkney Street, formerly known as Carroll Alley, and now known as No. 41 Pinkney Street, Annapolis, Maryland; lot being 13 feet wide and 42 feet deep, more or less, and improved by a frame dwelling. Being the same property which was conveyed by Ellicott and Margaret Worthington by deeds dated April 27 and 29, 1924, and recorded among the land Records of Anne Arundel County in Liber WNW No. 89, Folio 17 and 18.

Terms of Sale: A deposit of $500 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale; deferred payment to bear interest at the rate of 6% from the day of sale or all cash at the option of the purchaser. Taxes and all other public liens to be adjusted as of the day of sale.

For further particulars apply:
GEORGE B. WOELFEL, JR.
Trustee
9-11 School Street
Annapolis, Maryland.

Auctioneer
Robert Campbell

J,12

No. M. G. 2554

30

OFFICE

LIBER 116 PAGE 471

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 21, 1959

We hereby certify, that the annexed

Public Sale

Equity No. 12,817

Oscar Prann

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 22nd day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN 21 AM By: Hazel Tilghman

LIBER 116 PAGE 472

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,817 Equity

OSCAR PRANN
Versus
EDITH PRANN, et al

Ordered, this 19th day of January, 1959, That the sale of the property in these proceedings mentioned, made and reported by George B. Woelfel, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary therof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $2,000.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1959

We hereby certify, that the annexed

Order Nisi Sale
Eq. 12,817
Oscar Prann

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 30th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 16440 1959 FEB 17 AM 2:23 By Hazel Tilghman

31

In the Case of

LIBER 116 PAGE 473

Oscar Prann

vs.

Edith Prann,

Ida Wiseman, et al

In the

Circuit Court

For

Anne Arundel County

No. 12,817 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Tucker
Auditor.

April 16, 1959

Dr. Oscar Prann vs. Edith Prann, Ida Wiseman, et al

in ac.

To Trustee for Commissions, viz:	93 56		
To Trustee for Fee (Order 4/8/59), viz:	100 00		193 56
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Defendant's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	83 25		
Jos. W. Alton, Jr. - Sheriff's costs	18 85		
Charles C. Conaway - Sheriff's costs	1 00		
Ernest Florestano - guardian ad liten's fee	4 00		
Emanuel Klawans - Examiner's fee	10 00		
Irene Hazel - Stenographer's fee	8 00		
Auditor - stating this account	31 50		176 60
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	35 00		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premium	10 00		
Robert H. Campbell - auctioneer's fee	25 00		
Clerk of Court - certified copy of deed	2 25		
Grant of Annapolis - mimeographing bill of complaint	6 12		
Wm. U. McCready - appraiser's fee	10 00		
One-half Federal documentary stamps	1 10		
One-half State documentary stamps	1 10		
Mary M. Hoff - notary fees	1 00		
John A. Blondell - fee for legal services (Order 4/2/59)	25 00		130 57
To Trustee for Taxes, viz:			
1959 State and County taxes ($22.11) - 13 days	92		92
BALANCE FOR DISTRIBUTION - $1,525.46			
Distributed as follows:			
(1) To Oscar Prann - one-half	762 73		
(2) To heirs at law of John R. Wiseman, who died 7/1/44, viz:			
I. Georgianna Wiseman, Widow - one-sixth	254 24		
II. Edith Prann, daughter - one-twenty-fourth	63 56		
III. Ida Wiseman, daughter - one-twenty-fourth	63 56		
IV. Helen Brown, daughter - one-twenty-fourth	63 56		
V. Richard Wiseman, son - one-twenty-fourth	63 56		
VI. John Wiseman, son - one-twenty-fourth	63 56		
VII. Eugene Wiseman, son - one-twenty-fourth	63 56		
VIII. Mary Dorsey, daughter- one-twenty-fourth	63 56		
IX. Children of Bessie Brown, deceased daughter, who died prior to John R. Wiseman, viz:			

A. Richard Brown, grandson - one-one hundred and forty-fourth	10	59		
B. Ruth Murray, granddaughter - one-one hundred and forty-fourth	10	59		
C. Ethel Boston, granddaughter - one-one hundred and forty-fourth	10	59		
D. Mary Colbert, granddaughter - one-one hundred and forty-fourth	10	60		
E. Thomas Brown, grandson - one one hundred and forty-fourth	10	60		
F. Rodger Brown, grandson - one one hundred and forty-fourth	10	60	1,525	46
			2,027	11

3-

with George B. Woelfel, Jr., Trustee Cr.

1959				
Jan.	13	Proceeds of Sale	2,000 00	
		Interest on deferred payment of $1,500.00 to 3/27/59	18 75	2,018 75
		Refund 1958 Annapolis City Taxes ($18.29) - adjusted to 1/13/59	8 36	8 36
			2,027 11	-

35

ORDER NISI

LIBER 116 PAGE 477

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

Oscar Prann

VERSUS

Edith Prann,
Ida Wiseman, et al

No. 12,817 Equity.

1959 APR 17 PM 2:14

ORDERED, This 17th day of April, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

Leonard T. C.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of May, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Matthew S. Evans
Judge

1959 MAY 25 PM 9:41

ORDER NISI

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

VERSUS

No. Equity.

ORDERED, This day of , 19 , That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the day of next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the day of next.

OFF. OF

LIBER 116 PAGE 478

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,817

Auditor Account

Edith Prann

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of May, 1959. The first insertion being made the 22nd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,817 Equity

OSCAR PRANN
versus
EDITH PRANN
IDA WISEMAN, et al

Ordered, this 17th day of April, 1959, that the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of May, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of May next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-6

FILED

No. M.C. 2 1959 MAY 15 PM 9:58

37

LIBER 116 PAGE 479

IN THE MATTER OF THE ESTATE OF BERTHA MAE SOMERVILLE, Incompetent	:	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY IN EQUITY No. 13,256 Equity

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That the aforegoing is a true copy taken from the original Petition for Appointment of Trustee filed January 20, 1958, Decree filed February 27, 1958 and that an approved bond was filed February 27, 1958, which is still in full force and effect, and Petition for Authority to Sell Property with Order of Court thereon filed March 19, 1959.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 13th day of May 1959

Walter J. Rasmussen
Clerk of the Circuit Court
for Baltimore County

FILED

1959 MAY 27 PM 3:30

EX PARTE IN THE MATTER OF	LIBER 116 PAGE 480	IN THE CIRCUIT COURT
BERTHA MAE SOMERVILLE	:	FOR BALTIMORE COUNTY
an alleged incompetent	:	IN EQUITY
	:	39963
	:	63/304

No. 13,256 Equity

PETITION FOR APPOINTMENT OF TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William Franklin Somerville, Husband and next friend of Bertha Mae Somerville, an alleged incompetent, respectfully represents unto Your Honor as follows:

1. That Bertha Mae Somerville is seventy years old and resides at 1702 Edmonson Avenue, Catonsville, Baltimore County, State of Maryland, though at present she is temporarily a patient in the University Hospital, Baltimore, Maryland.

2. That because of her advanced age and physical and mental deterioration she appears to be mentally disoriented, and that it is necessary that a suitable person or persons be appointed to manage her estate and to disburse the same for her maintenance and care.

3. That your Petitioner files herewith and prays that they be taken as a part hereof the certificates of Dr. Nelson Carey and Dr. Kent Robinson both medical doctors practicing in the State of Maryland for the past five years, both of whom have attended the said Bertha Mae Somerville in the past ten days, which certificates state the nature, extent and probable duration of the incapacity of the said Bertha Mae Somerville.

4. That the assets of the said Bertha Mae Somerville known to your Petitioner are as follows:

a. 1702 Edmonson Avenue, Catonsville, Baltimore County, Maryland, apartment house, in fee simple owned as tenants by the entireties with your Petitioner, with a gross monthly income in the amount of $235.00, said property being valued at $30,000.00.

b. 625 Hammonds Lane, Anne Arundel County, a store, in fee simple, owned as tenants by the entireties, with your Petitioner, said property being valued at $16,000, said property being subject to a mortgage in

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1959 MAY 27 PM 3:30

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the amount of $7,300; a contract of sale having been executed by your Petitioner and the alleged incompetent, settlement under said sale being scheduled for 30 days from January 6, 1958.

c. Lot #366 Sunrise Beach, Anne Arundel County, an unimproved lot in fee simple, owned as tenants by the entireties with your Petitioner, said lot of ground being valued at $2500.00

d. 3409 Avenue "D" Corpus Christi, Texas, a tourist camp, in fee simple owned jointly with your Petitioner, said property at the present time showing no profit, said property being balued at $13,000.

e. 515 Hammonds Lane, Anne Arundel County, owned by the alleged incompetent in fee simple in her name only, having a gross monthly income in the amount of $103.00, said property being valued at $10,000.

f. Three acres of unimproved land in Anne Arundel County owned by the alleged incompetent in her name only, with no monthly income therefrom, said property being valued at $20,000.

g. A savings account in the Equitable Trust Company Account #22845 owned jointly with your Petitioner, payable to the order of the other balance in the amount of $40.62.

h. A savings account in the Equitable Trust Company, Account No. S-23909 in the name of the alleged incompetent alone, with a balance in the amount of $2,260.39.

i. A checking account in the Equitable Trust Company Accouht No. 4-676-480, a joint account, subject to the order of your Petitioner or the alleged incompetent, with a present balance in the amount of $496.14.

j. A savings account in the Catonsville National Bank jointly owned by your Petitioner and the alleged incompetent with a balance in the amount of $256.06.

k. A savings account with Catonsville National Bank in the name of the alleged incompetent alone with a balance in the amount of $125.00.

l. A checking account in the State National Bank of Corpus,Christi, Texas, subject to the order of your Petitioner and/or the alleged incompetent with an approximate balance in the amount of $700.00.

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m. An engagement ring of a solitaire type with a center diamond of 2.58 weight, said ring being valued at approximately $1,600; said ring not being in possession of your Petitioner nor the alleged incompetent, but being held by one Mabel Long, a sister of the incompetent.

n. A cocktail ring in the value of approximately $500.00, said ring not being in the possession of your Petitioner or the alleged incompetent, but being held by one Mabel Long, a sister of the incompetent.

o. A dinner ring in the approximate value of $350.00, said ring not being in the possession of your Petitioner or the alleged incompetent, but being held by one Mabel Long, a sister of the incompetent.

p. Miscellaneous lot of jewelry and flat silverware now being held in a safe deposit box #249 in the Brooklyn Branch of the Equitable Trust Company, jointly owned by your Petitioner and the alleged incompetent, of an undetermined value as of the date of this Petition.

5. That your Petitioner is the husband of the said Bertha Mae Somerville; that he is familiar with the affairs of his wife, and is a logical person to act on her behalf.

6. That your Petitioner believes, and therefore avers, that his solely owned assets may not suffice to support and maintain her with the increased expenses necessitated by the illness of the alleged incompetent and in the event that it be necessary to place the alleged incompetent in a nursing home it may be necessary to use some of the jointly owned assets and income to properly care for her and that it may be necessary to use some of the assets of the alleged incompetent in this connection; and further that it may be necessary to apply the income from the assets of the alleged incompetent to preserve the interests of your Petitioner and the alleged incompetent.

WHEREFORE YOUR PETITIONER PRAYS that an Order be signed appointing William Franklin Somerville or some other suitable person or persons Trustee of the Estate of Bertha Mae Somerville and especially to receive, receipt for,

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manage and disburse said estate arising therefrom, subject to the further orders of this Court.

AND AS IN DUTY BOUND, ETC.

William Franklin Somerville

Richard W. Kiefer

James A. Perrott
100 St. Paul St.

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 13th day of January, 1958, before me the subscriber, a Notary Public of the City of Baltimore, State of Maryland, personally appeared WILLIAM FRANKLIN SOMERVILLE, whom made oath in due form of law that the matters and facts set out in the foregoing Petition for Appointment of Trustee are true to the best of his knowledge, information, and belief.

Anna M. Klemmsen
Notary Public

My commission expires May 4, 1959

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Ex parte:

In the Matter of : IN THE
: LIBER 116 PAGE 484
Bertha Mae Somerville : CIRCUIT COURT
:
An Alleged Incompetent : OF
:
: BALTIMORE COUNTY
:
: (IN EQUITY)
:
: No. 13,256 Equity

DECREE

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It Is Thereupon, this 27 day of February, 1958, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore County, That William Franklin Somerville be and he is hereby appointed Committee with full power and authority to care for and manage the property of the said Bertha Mae Somerville and upon proper order of this Court to expend cash for the support and maintenance of the said Bertha Mae Somerville under the direction of this Court; but before the said William Franklin Somerville shall proceed to act as such Committee he shall give a corporate bond to the State of Maryland in the penalty of Twelve Thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

John B. Gontrum, Judge

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1-4 3/9/59

LIBER 116 PAGE 485

EX-PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	FOR
BERTHA MAE SOMERVILLE Incompetent	*	BALTIMORE COUNTY
	*	(In Equity)
	*	63 - 304 - 39663

* * * * * *

No. 13,256 Equity

PETITION FOR AUTHORITY TO SELL PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William Franklin Somerville, Committee of the Estate of Bertha Mae Somerville, Incompetent, respectfully represents unto your Honor:

1. That by decree of this Honorable Court dated February 27, 1958, he was appointed Committee of the Estate of Bertha Mae Somerville, Incompetent, and that he has qualified and is now serving as such.

2. That the said Bertha Mae Somerville owns an improved parcel of ground in fee-simple; said improvements thereon are known as 515 Hammonds Lane, Anne Arundel County, State of Maryland. Said property is improved by two small one-story homes, said homes both situate on a lot, size 41 feet fronting on Hammonds Lane, 380 feet deep and 82 feet across the back, and that said improved parcel of ground has been listed in the inventory filed in this Honorable Court on March 27, 1958.

3. That although said property is presently rented, it has not been productive and that your petitioner believes and therefore avers it is to the best interest of the Estate of the Incompetent that said property be sold as soon as practicable.

4. That for several years prior to her illness the said Bertha Mae Somverville listed the said improved parcel of land with a real estate broker for sale.

5. That your Petitioner has now received an offer through Lally, Inc. from Corbet Skeens and Lola May Skeens, his wife, to purchase the aforesaid improved fee-simple property at and for the sum of Twelve Thousand Dollars ($12,000.00), subject

1959 MAY 27 PM 3:30

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to the standard real estate commission of the Real Estate Board of Baltimore, and further subject to the approval of this Honorable Court; that ~~a photostatic copy of~~ the contract of sale is filed herewith and marked "Petitioner's Exhibit No. 1" and prayed to be taken as a part hereof.

6. That your Petitioner considers the aforesaid sum to be a good price for the said improved fee-simple property and that your Petitioner believes this is the highest price obtainable therefor and that it is to the advantage and best interest of the estate of the Incompetent, to consummate the aforesaid sale.

7. That your Petitioner is desirous of presenting testimony before this Honorable Court for the purpose of informing the Court of the value, quantity and condition of the said improved fee-simple property.

WHEREFORE your Petitioner prays this Honorable Court, after due consideration, to ratify and confirm the aforesaid contract of sale with Corbet Skeens and Lola May Skeens, his wife, and to authorize and to direct your Petitioner to execute a deed granting and conveying the property upon receipt of the purchase price.

AND AS IN DUTY BOUND, &c.

/s/ William Franklin Somerville
William Franklin Somerville
Petitioner

/s/ James A.Perrott
Hooper, Kiefer & Perrott
Solicitors

STATE OF MARYLAND
ss
City of Baltimore

I HEREBY CERTIFY that on this 9th day of March, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Franklin Somerville, Committee of the Estate of Bertha Mae Somerville, and made oath in due form of law that the matters and facts contained in the foregoing petition are true, to the best of his knowledge, information and belief.

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AS WITNESS my hand and Notarial Seal, the day and year above written.

/s/ Anna M. Klemmsen
Notary Public.

(Notarial Seal)

My Commission Expires May 4, 1959.

EX-PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	FOR BALTIMORE COUNTY
BERTHA MAE SOMERVILLE Incompetent	*	(In Equity)
	*	63 - 304 - 39663

* * * * * *

ORDER No. 13,256 Equity

Upon the foregoing petition and affidavit and after considering testimony taken in open court as to the value, quantity and condition of the improved fee-simple property known as 515 Hammonds Lane, Anne Arundel County, State of Maryland, the matter being duly submitted and the court finding that the offer of $12,000 from Corbet Skeens and Lola May Skeens, his wife, as set out in the contract of sale exhibited with the foregoing petition, is fair, reasonable and adequate for said property:

IT IS, this 19th day of March 1959, by the Circuit Court for Baltimore County in Equity, ORDERED, ADJUDGED AND DECREED that the contract of sale for the sale of the improved fee-simple property known as 515 Hammonds Lane, Anne Arundel County, State of Maryland to Corbet Skeens and Lola May Skeens, his wife, for the sum of $12,000, be and the same is hereby ratified and confirmed.

AND IT IS FURTHER ORDERED that the said William F. Somerville, Committee for Bertha Mae Somerville, be and he is hereby directed to consummate the said contract on behalf of said Incompetent, and upon receipt by the said Committee of the purchase price under said contract to join in a deed conveying to the said purchasers under said contract the property free, clear and discharged of all claims of said Incompetent and those claiming by, from or under her, or by any of them.

AND IT IS FURTHER ORDERED that as soon as convenient after said sale the said Committee shall return to this court a report

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of his proceedings in regard thereto, subject to the further Order of this court.

/s/ John E. Raine, Jr.
Judge

//

PATRICK J. COUGHLIN, JR. Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WILBUR GRANGER and ANNA MAE GRANGER, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
: : : :	:	12,939 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said Wilbur Granger and Anna Mae Granger, his wife to Hearthstone Savings and Loan Association, Inc., dated September 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 962 folio 148.

Patrick J. Coughlin, Jr.

Patrick J. Coughlin, Jr.,
Attorney named in Mortgage

1017 Fidelity Building
Baltimore 1, Maryland
SA 7-8471

FILED

1958 NOV -5 AM 9:04

(D. R. CITY OR COUNTY) LIBER 962 PAGE 148 LIBER 116 PAGE 491

Mortgage

No. 12,939 Equity

THIS MORTGAGE, made this — 7th — day of September, 1955, between WILBUR GRANGER and ANNA MAE GRANGER, his wife, of Anne Arundel County, State of Maryland,

Mortgagors, and HEARTHSTONE SAVINGS AND LOAN ASSOCIATION, INC., Mortgagee, witnesseth:

WHEREAS, the Mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand Five Hundred and no/100 - - - Dollars ($ 8500.00), upon 85 Borrowers' Intallment Shares of its stock, the execution of these presents being a condition precedent to granting said advance, which is in part payment of the purchase money for the property hereby mortgaged; and whereas, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945, or any amendment or supplement thereto.

IN CONSIDERATION of the premises, the Mortgagors grant unto the Mortgagee, its successors and assigns, all that lot of ground in the Anne Arundel County, State of Maryland, described as follows:

BEGINNING FOR THE SAME at a point in the southernmost side of Wilson Road said point of beginning being at the point where the said southernmost side of Wilson Road is intersected by the westernmost side of a 30 foot road as shown on a plat entitled "Subdivision of Lot "B" Glenbrook for William H. Blockinger and wife, Glen Burnie, Maryland" dated January 1952 and recorded among the Land Records of Anne Arundel County in Liber J H H No. 740 folio 184 and running thence with the said westernmost side of the said 30 foot road south 03 degrees east 224.96 feet thence south 87 degrees west 56.44 feet with a continuation of said 30 foot road, thence running the following three courses and distances, viz; north 03 degrees west 48.65 feet north 87 degrees east 21.95 feet north 11 degrees 20 minutes west 178.23 feet to intersect the said southernmost side of Wilson Road thence running with the said southernmost side of Wilson Road north 87 degrees east 62.50 feet to the point of beginning.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto the said Mortgagors herein.

"Plaintiff's Exhibit A"

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1958 NOV -5 AM 9:05

TOGETHER with the improvements thereon and the rights and appurtenances thereto appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this Mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD said lot of ground and premises, unto the use of the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty Dollars, payable half-yearly on the 13th days of February and August, in each and every year.

PROVIDED, if the Mortgagors shall pay, or cause to be paid, all sums legally demandable hereunder, when and as payable, and perform and comply with all covenants and conditions on their part herein contained, this Mortgage shall be void.

AND the Mortgagors covenant with the Mortgagee as follows:

1. To pay to the Mortgagee monthly, on the 1st day of each calendar month hereafter, at the place of business of the Mortgagee, on account of principal and interest, until the same shall be fully paid, the sum of Sixty and 90/100 - - - - - - - - - - - Dollars ($ 60.90) against which sum as paid shall be charged interest at the rate of six per centum (6%) per annum on the principal amount of the indebtedness secured by this Mortgage remaining unpaid, and the balance shall be credited to the said principal.

2. To pay when due all ground rent, taxes, water rent, insurance, public dues and assessments of every kind upon the mortgaged property, and in order to create a fund for such purpose to pay to the Mortgagee monthly, on the 1st day of each calendar month hereafter, the sum of Twenty-two and 10/100---------- Dollars ($ 22.10), and such further sums as may be necessary, any excess in said fund to be credited to the Mortgagors.

3. To pay a "late charge" not to exceed four per cent (4%) of any installment ~~3. To pay all late charges imposed in accordance with the By-Laws of the Mortgagee, which By-Laws are expressly made a part of this Mortgage~~ which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

4. To keep the improvements on the mortgaged land in good repair and fully insured against loss by fire, windstorm, and such other hazards as may be required by the Mortgagee, in a company or companies selected by, and in amounts designated by, the Mortgagee, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee to the extent of its claim hereunder, and to deliver the policies to the Mortgagee; and if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as herein provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. To warrant specially the property hereby mortgaged, and to execute such further assurances thereof as may be required.

It shall be deemed a default under this Mortgage if the Mortgagors shall sell, cease to own, transfer or dispose of the within-described property without the written consent of the Mortgagee.

And upon any default in any of the covenants of this Mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a Receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

And in case of any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed to be due and payable forthwith. The waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or PATRICK J. COUGHLIN, JR., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default is made, the said Mortgagors may retain possession of the mortgaged property.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of the Mortgagors.

Test:

Patrick J. Coughlin, Jr.
PATRICK J. COUGHLIN JR.

Wilbur Granger (SEAL)
Wilbur Granger

Anna Mae Granger (SEAL)
Anna Mae Granger

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:-

THIS CERTIFIES, That on this 7th day of September, 19 55, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Wilbur Granger and Anna Mae Granger, his wife

and acknowledged the foregoing Mortgage to be their act; also before me personally appeared F. Addison Fowler President of HEARTHSTONE SAVINGS AND LOAN ASSOCIATION, INC., and made oath in due form of law that the consideration of said Mortgage is true and *bona fide* as therein set forth.

WITNESS my hand and Notarial Seal.

Patrick J. Coughlin, Jr.
Notary Public

PATRICK J. COUGHLIN JR.

Rec'd for record Sept. 8, 1955, at 9:44 A.M.
Per George T. Cromwell, Clerk.
Mailed to Shea, Wilson & Coughlin

LIBER 116 PAGE 494

PATRICK J. COUGHLIN, JR.

Attorney named in Mortgage
Plaintiff

VS.

WILBUR GRANGER and

ANNA MAE GRANGER, his wife
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
(In Equity)

Docket No. ____, Folio ____

Case No. 12939 Equity

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 4th day of November, 1958 before me, the subscriber, a Notary Public in and for the State of Maryland, County of Baltimore, personally appeared Patrick J. Coughlin, Jr. and made oath in due form of Law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant(s) are not in the Military service of the United States.

(2) Said Defendant(s) are not in the Military service of any nation allied with the United States.

(3) Said Defendant(s) have not been ordered to report for induction under the Selective Training and Service Act.

(4) Said Defendant(s) are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

OTHO E. GILBERT NOTARY PUBLIC BALTO. COUNTY, MD.

Patrick J. Coughlin, Jr.
Affiant

Otho E. Gilbert
Notary Public

OTHO E. GILBERT

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1958 NOV -5 AM 9:04

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LIBER 116 PAGE 495

Patrick J. Coughlin, Jr.
Attorney named in Mortgage

VS.

Wilbur Granger and
Anna Mae Granger, his wife

IN THE
Circuit Court for ~~Baltimore~~ Anne Arundel County

IN EQUITY.
No. 12,939

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Hearthstone Savings and Loan Association, Inc.

under the mortgage from Wilbur Granger and Anna Mae Granger, his wife,

to Hearthstone Savings and Loan Association, Inc

dated the 7th day of September 19 55, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 962 Folio 148

Principal balance	$8392.94
Interest from April 1, 1958 to January 14, 1959	394.44
Overdraft in expense account	88.77
Late charges	34.38
	$8910.53

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of January in the year nineteen hundred and fifty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~the~~ County of Baltimore, personally appeared F. Addison Fowler, President of Hearthstone Savings and Loan Association, Inc.

the ~~plaintiff~~ Mortgagee in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Witness my hand and Notarial seal. Otho E. Gilbert
Notary Public

NOTARY PUBLIC BALTO. COUNTY, MD.

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1959 JAN 10 AM 10: 03

LIBER 116 PAGE 496 No. 12,939 Equity

Know All Men by these Presents: LIBER 9 PAGE 506

That we, PATRICK J. COUGHLIN, JR., 1017 Fidelity Building, Baltimore 1, Maryland, as Principal and AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation of Commonwealth of Massachusetts, Boston, Mass., as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand & No/100 ($9,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 14th day of January in the year nineteen hundred and fifty-nine

WHEREAS, the above bounden PATRICK J. COUGHLIN, JR.

by virtue of the power contained in a mortgage from Wilbur Granger & Anna Mae Granger to Hearthstone Building & Loan Association of Baltimore City, Inc.

bearing date the 7th day of September nineteen hundred and fifty-five and recorded among the Mortgage Records of ~~Baltimore County~~ Anne Arundel County in Liber GTC No. 962 Folio 148 and known as 1213 formerly 462 Wilson Road, Glen Burnie, Fifth District, Anne Arundel County, Maryland

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden PATRICK J. COUGHLIN, JR.

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Otho E. Gilbert

Caroline Legambi

Caroline Legambi (As to Surety)

Patrick J. Coughlin, Jr. [SEAL]
Patrick J. Coughlin, JR.

[SEAL]

AMERICAN EMPLOYERS' INSURANCE COMPANY

[SEAL]

By: Doris E. Siffrin
Doris E. Siffrin, Attorney-in-Fact

FILED
1959 JAN 10 AM 10:03

Approved this 10th day of January, 1959.
George T. Cromwell, Clerk.

SKEEN, WILSON and COUGHLIN
Solicitors
1017 Fidelity Building
Baltimore 1, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Wilbur Granger and Anna Mae Granger, his wife to Hearthstone Savings and Loan Association, Inc., dated September 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 962 folio 148 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Jan. 14th, 1959
at 2:00 o'clock P. M.

all that leasehold lot of ground situate and lying in the Fifth Election District, near Glen Burnie, Anne Arundel County, and described as follows.

BEGINNING FOR THE SAME at a point in the southernmost side of Wilson Road said point of beginning being at the point where the said southern-most side of Wilson Road is intersected by the westernmost side of a 30 foot road as shown on a plat entitled "Subdivision of Lot "B" Glenbrook for William H. Blockinger and wife, Glen Burnie, Maryland" dated January 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 740 folio 184 and running thence with the said westernmost side of the said 30 foot road. south 03 degrees east 224.96 feet thence south 87 degrees west 56.44 feet with a continuation of said 30 foot road, thence running the following three courses and idstances, viz; north 03 degrees west 48.65 feet north 87 degrees east 21.95 feet north 11 degrees 20 minutes west 178.23 feet to intersect the said southernmost side of Wilson Road thence running with the said southernmost side of Wilson Road north 87 degrees east 62.50 feet to the point of the beginning. The improvements thereon being known as No. 1213, formerly 462 Wilson Road.

TOGETHER with the buildings and improvements therepon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

Subject to the payment of an annual ground rent of $120.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements whereon consist of a 1½ story frame bungalow, containing 7 rooms and bath, hot water, oil fired heat.

TERMS OF SALE—A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale.

Patrick J. Coughlin, Jr.
Attorney Named in Mortgage
E. T. Newell & Co., Inc.
Auctioneer

J-8

LIBER 116 PAGE 497 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

Wilbur Granger
#12,938-Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel V. Tilghman

FILED
1959 JAN
JAN 13 PM 12:59

PATRICK J. COUGHLIN, JR.	:	IN THE
ATTORNEY NAMED IN MORTGAGE	:	CIRCUIT COURT FOR ANNE ARUNDEL
vs.	:	COUNTY
WILBUR GRANGER AND	:	In Equity
ANNA MAE GRANGER, HIS WIFE	:	Case No. 12939
: :	:	: :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Patrick J. Coughlin, Jr., attorney named in mortgage from Wilbur Granger and Anna Mae Granger, his wife, to Hearthstone Savings and Loan Association, Inc. dated September 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 962 folio 148 and filed in the above entitled case to make sale of the leasehold property described in said mortgage filed in the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of his trust which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Wednesday, the 14th day of January, 1959 at 2:00 P.M. attend on the premises and then and there sold the leasehold lot of ground and improvements thereon situate and lying on the Southernmost side of Wilson Road and known as No. 1213 formerly 462 Wilson Road and fully described in the mortgage above referred to unto Hearthstone Savings and Loan Association, Inc. at and for the sum of Seven Thousand Three Hundred Dollars ($7,300.00) subject to the annual ground rent of One Hundred Twenty Dollars ($120.00).

By Terms of Sale, a cash deposit of Five Hundred Dollars ($500.00) was required of the purchaser at the time and place of sale, balance to bear interest from day of sale to day of settlement and taxes and all other expenses, including Sanitary District charges, if any, are to be adjusted to day of sale.

FILED

1959 JAN 22 AM 9:40

Patrick J. Coughlin, Jr.
Attorney named in Mortgage

10

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 21st day of January, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Patrick J. Coughlin, Jr. Attorney named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

OTHO E. GILBERT NOTARY PUBLIC BALTO. COUNTY, MD.

Otho E. Gilbert
OTHO E. GILBERT Notary Public

11

ORDER NISI

LIBER 116 PAGE 500

PATRICK J. COUGHLIN, JR., Attorney Named in Mortgage

versus

WILBUR GRANGER AND ANNA MAE GRANGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

No. 12,939 Equity

Ordered, this 22nd day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Patrick J. Coughlin, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $ 7,300.00

George T. Cromwell Clerk.

True Copy,
FILED
1959 JAN 22 AM 9:40

TEST: _____ Clerk.

(Final Order)

PATRICK J. COUGHLIN, JR., Attorney Named in Mortgage

versus

WILBUR GRANGER AND ANNA MAE GRANGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 5th day of March, 19

that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED
1959 MAR -6 PM 12:20

12

LIBER 116 PAGE 501

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,939 Equity

PATRICK J. COUGHLIN, JR.
Attorney Named in Mortgage
Versus
WILBUR GRANGER and
ANNA MAE GRANGER, his wife

Ordered, this 22nd day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Patrick J. Coughlin, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $7,300.00.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

F-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12939

Wilbur Granger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1959. The first insertion being made the 29th day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

FILED

1959 MAR -4 PM 1:45

No. M.G. 1669

13

LIBER 116 PAGE 502

In the Case of

Patrick J. Coughlin, Jr.,
Attorney named in Mortgage
vs.
Wilbur Granger
and
Anna Mae Granger, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,939 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklevic
Auditor.

April 15, 1959

FILED
1959 APR 21 AM 10:26

Dr. Patrick J. Coughlin, Jr., Attorney named in Mortgage vs. in ac.
Wilbur Granger and Anna Mae Granger, his wife

To Attorney for fee, viz:	75	00		
To Attorney for Commissions ($251.85) - WAIVED			75	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	24	30		
Am. Employers Insurance Co.-bond premium	36	00		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Otho E. Gilbert - notary fees	1	50	166	57
To Attorney for Taxes and Ground Rent, viz:				
1959 State and County taxes - 14 days	4	38		
Ground rent due 2/13/59 - 5 months 1 day	50	33	54	71
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission--water and sewer benefit charges - 14 days		90		
Metered water to 1/14/59	13	00	13	90
To Hearthstone Savings & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	7,033	22	7,033	22
			7,394	90
Amount of mortgage claim filed	8,910	53		
Cr. Amount allowed above	7,033	22		
Balance subject to decree in personam	1,877	31		

with Patrick J. Coughlin, Jr., Attorney named in Mortgage Cr.

1959						
Jan.	14	Proceeds of Sale	7,300	00		
		Interest on purchase price to 3/31/59 - 2 months 18 days	94	90		
					7,394	90
					7,394	90

ORDER NISI

LIBER 116 PAGE 505

Patrick J. Coughlin, Jr.,
Attorney named in Mortgage

VERSUS

Wilbur Granger
and
Anna Mae Granger, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 12,939 Equity.

ORDERED, This 21st day of April, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May, next.

George T. Cromwell, Clerk

FILED
1959 APR 21 AM 10:26

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of May, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 JUN -1 AM 9:40

Walter L. Evans

OFFICE

LIBER 116 PAGE 506

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,939 Equity

PATRICK J. COUGHLIN, JR.
Attorney named in Mortgage
versus
WILBUR GRANGER and
ANNA MAE GRANGER, his wife

Ordered, this 21st day of April, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 8, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,939 Auditor Account Wilbur Granger was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of May, 1959. The first insertion being made the 23rd day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 18 PM 12 02

By H. Tilghman

No. M.G. 7269

18

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.	EQUITY NO. 6400 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed by this Honorable Court the 29th day of March, 1933, has sold to Rose F. Zall all those four lots of ground facing on Southwood Street in the Second Election District of Anne Arundel County, Maryland, and designated as Lots Nos. Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) of Block I, and having a combined frontage on Southwood Street of 200 feet with an even depth therefrom of 175 feet as shown on the plat of the McGuckian Subdivision made by J. R. McCrone, Jr., Engineer, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, at and for the sum of Seventeen Hundred Dollars ($1,700), of which sum Two Hundred Dollars ($200.00) has been paid, the balance to be paid in full within thirty days, as shown by contract of sale dated November 13, 1945, and filed herewith as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and confirming the contract of sale above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lots mentioned in said contract of sale when the purchase price has been paid and the terms complied with

in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee
Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this _____ day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney, Notary Public

We, the undersigned, the parties to the above mentioned contract of sale, do hereby consent to the Immediate Ratification of said sale.

Charles F. Lee
Charles F. Lee, Trustee

Rose F. Zall
Rose F. Zall

Annapolis, Maryland, Nov. 16, 1945

We, the undersigned, ~~being~~ familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of Seventeen Hundred Dollars for said property is fair and adequate.

James N Murray

Fred Schaer

UPON the foregoing Petition, Affidavit and Consent to the Immediate Ratification of sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 23rd day of November, in the year 1945, that the sale of Lots Nos. 13, 14, 15, and 16, Block I as herein described, to Rose F. Zall at and for the sum of Seventeen Hundred Dollars be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lots to the said purchasers when the purchase price has been paid and the terms complied with in full.

Judge

CONTRACT OF SALE

Approved by The Real Estate Board of Anne Arundel County, Maryland

LIBER 116 PAGE 510

THIS AGREEMENT, Made this 13th day of November

19 45, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian

of the first part, hereinafter called Vendor, and ROSE F. ZALL,

#111 Severn Avenue, Eastport, Maryland

of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows: Being Lots Nos. 13, 14, 15, 16 Block I, shown on the Revised Plat, McGuckian Subdivision near Annapolis, Maryland, made by J. R. McCrone, Jr., March 1940.

Subject to the restrictions pertaining to this development.
Subject to ratification by the Circuit Court.

At and for the price of Seventeen hundred and 00/100 - - - - - - - - - - Dollars, of which

Two hundred and 00/100 - Dollars having been

paid prior to the signing hereof and the balance of said purchase price to be paid as follows: Balance in cash within thirty (30) days.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendor hereby agrees to pay to, - - Charles F. Lee - - - - - - - - , the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Chas. F. Lee, Trustee (SEAL)

Estate Thomas McGuckian (SEAL)

Rose F. Zall (SEAL)

(SEAL)

Equity No. 6400
In the Circuit Court for
Anne Arundel County

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED

Report of Sale of Lots Nos. 13-14-15-16, Block I to Rose F. Zall and Order of Court thereon.

Mr. Clerk:

Please file.

George E. Rullman
.....
Attorney for Petitioner

Filed Nov. 21" 1945
23 November 1945 Final order of ratification fd.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

LIBER 116 PAGE 512

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT FOR
HENDRICKA WILSON, WIDOW	*	ANNE ARUNDEL COUNTY
	*	No. 12977 Equity

* * * * * * * * *

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage in this foreclosure suit.

Eliot Siskind

Eliot Siskind, Assignee
of said Mortgage
12 Crain Highway, N.W.
Glen Burnie, Maryland
Southfield 6-3750

FILED

1958 NOV 22 AM 11:25

MORTGAGE FEE—COUNTY—34. LIBER 741 PAGE 1 LIBER 116 PAGE 513

No. 12,977 County

This Mortgage, Made this 25th day of February,

in the year nineteen hundred and fifty-three, by and between HENDRICKA WILSON, widow,

Mortgagor, of Anne Arundel County in the State of Maryland, of the first part,

and RAY M. JERMAN and DELMA E. JERMAN, his wife,

Mortgagees, of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagees in the full and just sum of THREE THOUSAND NINE HUNDRED FIVE DOLLARS ($3,905.00), to be repaid within the expiration of one (1) year from the date of these presents, and as evidencing the same, has this day passed unto the said mortgagees her promissory note of even date herewith for said sum, payable one (1) year after date, with interest thereon at the rate of six per cent (6%) per annum, payable annually; and

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of reducing this mortgage at any time prior to its maturity or of paying the entire debt hereby secured at any one time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid, and described as follows:

BEGINNING for the same at a pipe set on the east side of the Generals Highway where the north line of the conveyance from James Willard Beazley to Charles F. Arnold and wife by deed dated August 14, 1944, intersects the east side of said highway; thence with said north line, as corrected, south 86 degrees 50 minutes east 550.01 feet to a pipe set in the east line of said property; thence with the same, south 01 degree 23 minutes west 44.03 feet to a pipe; thence running across the whole above-mentioned conveyance, north 86 degrees 50 minutes west 294.9 feet to a point; thence south 86 degrees 13 minutes west 250 feet to a pipe set on the east side of the Generals Highway; thence with the same, north 03 degrees 47 minutes west 75 feet to the place of beginning, containing 0.65 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

BEING the same property which was conveyed to the said Hendricka Wilson by George Lowery and wife by deed dated October 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 160.

FILED

1958 NOV 22 AM 11:25

2

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of RAY M. JERMAN and DELMA E. JERMAN, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, forever, in fee simple.

PROVIDED, that if the said mortgagor, her

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of THREE THOUSAND NINE HUNDRED FIVE ($3,905.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagor

shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagor, for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their

ALBERT J. GOODMAN, personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for herself, her heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, an attorney's fee of FIFTY DOLLARS ($50.00), all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagor, for herself, her heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagor, for herself, her personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND NINE HUNDRED FIVE ($3,905.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

Test: Clara M. Howard
Clara M. Howard

Hendricka Wilson (SEAL)
Hendricka Wilson

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 116 PAGE 516

I Hereby Certify, that on this 25th day of February, in the year nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HENDRICKA WILSON, widow, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be her act. At the same time also appeared RAY M. JERMAN and DELMA E. JERMAN, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Clara M. Howard
Clara M. Howard Notary Public

Recorded- 2nd March, 1953, at 10:10 A.M.

File in Equity No. 12,977

MORTGAGE

FROM

HENDRICKA WILSON

RAY M. JERMAN and DELMA E. JERMAN, his wife

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 NOV 22 AM 11:26 & RECORDED IN LIBER GTC NO. 741 FOLIO 4 GEO. T. CROMWELL, CLERK

100/6

BLOCK NO.

Received for Record Nov. 2, 1953 at 10-18 o'clock A M. Same day recorded in Liber GTC No. 741 Folio 1 &c., one of the Land Records of Anne Arundel Co. examined per Jerman Hopkins 3D, Clerk.

Cost of Record, $

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

We, the undersigned, hereby assign the within Mortgage to Eliot Siskind, Attorney, for the purpose of foreclosure.

Witness our hands and seals this 24th day of October, 1958.

WITNESS:

B. Eugene Collins
B. EUGENE COLLINS
As to Both

Ray M. Jerman (SEAL)
RAY M. JERMAN

Delma E. Jerman (SEAL)
DELMA E. JERMAN

LIBER 116 PAGE 517

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT FOR
HENDRICKA WILSON, WIDOW	*	ANNE ARUNDEL COUNTY
	*	No. 12,977 Equity

* * * * * * * * * *

STATEMENT OF CLAIM

Mortgage Loan				$3,905.00
Interest from the 2nd day of March 1953 to the 2nd day of March 1954			$234.30	
Interest from the 2nd day of March 1954 to the 2nd day of March 1955			248.36	
Interest from the 2nd day of March 1955 to the 2nd day of March 1956		$263.26		
	Paid In	225.00	38.26	
Interest from the 2nd day of March 1956 to the 2nd day of March 1957		265.56		
	Paid In	140.00	125.56	
Interest from the 2nd day of March 1957 to the 2nd day of March 1958			273.09	
Interest from the 2nd day of March 1958 to the 2nd day of November 1959			217.26	
Fire Insurance for 1957			8.00	
Fire Insurance for 1958			22.40	1,167.23
Total amount due under Mortgage				$5,072.23

Ray M. Jerman
Ray M. Jerman

Delma E. Jerman
Delma E. Jerman

FILED
1958 DEC 11 PM 3:21

6

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 11th day of December 1958, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray M. Jerman and Delma E. Jerman, his wife, and they made oath in due form of law that the aforegoing Statement of Claim is true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Fernand Bonnotte
Notary Public

G 22036

LIBER 116 PAGE 519
LIBER 9 PAGE 487

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

12,977 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, **Eliot Siskind** as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of **Six Thousand Dollars ($6,000.00)** ----------, current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this **11th** day of **December**, 1958.

WHEREAS by virtue of a power of sale contained in a Mortgage from **Hendricka Wilson, widow** to **Ray M. Jerman and Delma E. Jerman, his wife**, bearing date on or about the **25th** day of **February** 1953, the said **Eliot Siskind** as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the principal and interest aforesaid, and the said **Eliot Siskind** as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS:

Kathleen L. Woelfel

Kathleen L. Woelfel, as to both

Bond Approved this 11th day of December 1958.
George T. Cromwell Clerk

Eliot Siskind (SEAL)

Eliot Siskind, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, II, Attorney-in-fact

SURETY

FILED
1958 DEC 11 PM 3:21

8

ELIOT SISKIND, Attorney,
12 Crain Highway, N. W.
Glen Burnie, Maryland

Assignee's Sale

DESIRABLE FEE SIMPLE DWELLING PROPERTY

Under and by virtue of the power and authority contained in a mortgage from Hendricka Wilson, widow to Ray W. Jerman and Delma E. Jerman, his wife, dated February 25, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 741, Folio 1 (default having occurred thereunder) and being duly assigned to Eliot Siskind, the undersigned Assignee who will sell at public auction on the premises, on

Friday, Dec. 12, 1958
at 3 O'Clock P. M.

All that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid and described as follows:

Beginning for the same at a pipe set on the east side of the Generals Highway where the north line of the convepance from James Willard Beazley to Charles F. Arnold and wife by Deed dated August 14, 1944, intersects the east side of said highway; thence with said north line, as corrected, south 86 degrees 50 minutes east 550.01 feet to a pipe set in the east line of said property; thence with the same, south 01 degree 23 minutes west 44.03 feet to a pipe; thence running across the whole abovementioned conveyance. north 86 degrees 50 minutes west 294.9 feet to a point; thence south 86 degrees 13 minutes west 250 feet to a pipe set on the east side of the Generals Highway; thence with the same, north 03 degrees 47 minutes west 75 feet to the place of beginning, containing 0.65 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

Being the same property which was conveyed to the said Hendricka Wilson by George Lowery and wife by Deed dated October 20, 1947; and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 438, folio 160.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted to date of sale.

ELIOT SISKIND, Assignee
12 Crain Highway, N. W.,
Glen Burnie, Maryland.
GEORGE W. SCIBLE,
Auctioneer. D-11

LIBER 116 PAGE 520 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1958

We hereby certify, that the annexed

Assignee's Sale

Ray W. Jerman

12,977

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 12th day of December, 1958. The first insertion being made the 13th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1958
DEC 16 AM 11:25

By Hazel Tilghman

9

GEORGE W. SCIBLE - - - - LIBER 116 PAGE 521 - - - - - - - Auctioneer

ELIOT SISKIND, Attorney
12 Crain Highway, N.W.
Glen Burnie, Maryland

No. 12,977 Equity

ASSIGNEE'S SALE

DESIRABLE

FEE SIMPLE

Dwelling Property

Under and by virtue of the power and authority contained in a mortgage from Hendricka Wilson, widow to Ray M. Jerman and Delma E. Jerman, his wife, dated February 25, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 741, Folio 1 (default having occurred thereunder) and being duly assigned to Eliot Siskind, the undersigned Assignee who will sell at public auction on the premises, on

Friday, Dec. 12, 1958

AT 3 O'CLOCK P.M.

All that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid and described as follows:

Beginning for the same at a pipe set on the east side of the Generals Highway where the north line of the conveyance from James Willard Beazley to Charles F. Arnold and wife by Deed dated August 14, 1944, intersects the east side of said highway; thence with said north line, as corrected, south 86 degrees 50 minutes east 550.01 feet to a pipe set in the east line of said property; thence with the same, south 01 degree 23 minutes west 44.03 feet to a pipe; thence running across the whole above-mentioned conveyance, north 86 degrees 50 minutes west 294.9 feet to a point; thence south 86 degrees 13 minutes west 250 feet to a pipe set on the east side of the Generals Highway; thence with the same, north 03 degrees 47 minutes west 75 feet to the place of beginning, containing 0.65 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

Being the same property which was conveyed to the said Hendricka Wilson by George Lowery and wife by Deed dated October 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 438, folio 160.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes, public charges and other assessments to be adjusted to date of sale.

ELIOT SISKIND, Assignee
12 Crain Highway, N.W.
Glen Burnie, Maryland

FILED

1958 DEC 17 PM 3:12

10

LIBER 116 PAGE 522

No. 12,977 County

EQUITY NO. 12,977

December 12, 1958

I hereby certify that I have this 12th day of December, 1958 sold the property of Eliot Siskind, Assignee, known as 0.65 Acres described in Liber J.H.H. 741, Folio 1, Second Election District, Anne Arundel County, Maryland, unto

Purchaser's Name Ray M. Jerman

Purchaser's Name Delma E. Jerman

at and for the sum of $ 5500.00

being then and there the highest bidder(s) therefor.

George W. Scible, Auctioneer

December 12, 1958

I/We hereby certify that I/we have this 12th day of December, 1958, purchased from Eliot Siskind, Assignee, the property known as 0.65 Acres, described in Liber J.H.H. 741, Folio 1, Second Election District, Anne Arundel County, Maryland at and for the sum of $5500.00.

And I/we hereby agree to comply with the terms of sale.

Purchaser

Purchaser

Address: GAMBRILLS, MARYLAND

FILED

1958 DEC 17 PM 3:12

LIBER 116 PAGE 523

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT FOR
HENDRICKA WILSON, WIDOW	*	ANNE ARUNDEL COUNTY
	*	No. 12,977 Equity

* * * * * * * * * *

REPORT OF SALE

* * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eliot Siskind, Assignee respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Hendricka Wilson, Widow, dated February 25, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 741, folio 1, assigned to Eliot Siskind for the purpose of Foreclosure on November 22, 1958, default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage, at public auction on the premises Friday, December 12, 1958 at 3:00 P.M. and then and there sold the said property to Ray M. Jerman and Delma E. Jerman, his wife, at and for the sum of FIVE THOUSAND FIVE HUNDRED ($5,500.00) DOLLARS, the highest bidder therefor, said property being the following:

All that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid and described as follows:

> Beginning for the same at a pipe set on the east side of the Generals Highway where the north line of the conveyance from James Willard Beazley to Charles F. Arnold and wife by Deed dated August 14, 1944, intersects the east side of said highway; thence with said north line, as corrected, south 86 degrees 50 minutes east 550.01 feet to a pipe set in the east line of said property; thence with the same, south 01 degree 23 minutes west 44.03 feet to a pipe; thence running across the whole above-mentioned conveyance,

FILED 1958 DEC 23 PM 3:47

12

north 86 degrees 50 minutes west 294.9 feet to a point; thence south 86 degrees 13 minutes west 250 feet to a pipe set on the east side of the Generals Highway; thence with the same, north 03 degrees 47 minutes west 75 feet to the place of beginning, containing 0.65 acres, more or less, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February, 1947.

Being the same property which was conveyed to the said Hendricka Wilson by George Lowery and wife by Deed dated October 20, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 438, folio 160.

AND the said Assignee further reports that he has received from the Purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid at and for the sale price of $5,500.00.

Respectfully submitted,

Eliot Siskind

Eliot Siskind, Assignee
of said Mortgage
12 Crain Highway, N.W.
Glen Burnie, Maryland
Southfield 6-3750

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of December 1958 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eliot Siskind, Assignee and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Dorothy L. Bulbiski

Notary Public

DOROTHY L. BULBISKI NOTARY PUBLIC ANNE ARUNDEL CO.

ORDER NISI

LIBER 116 PAGE 525

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

VERSUS

HENDRICKA WILSON, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,977 Equity

Ordered, this 23rd day of December, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Eliot Siskind, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next.

The report states that the amount of sale was $ 5,500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC 23 PM 3:47

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

VERSUS

HENDRICKA WILSON, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of February, 1959 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

FILED

1959 FEB -4 PM 3:18

14

OFFICE F

LIBER 116 PAGE 526

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,977 Equity

In the Matter of the Mortgaged Real Estate of HENDRICKA WILSON, Widow

Ordered, this 23rd day of December, 1958, That the sale of the property in these proceedings mentioned, made and reported by Eliot Siskind, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next.

The report states that the amount of sale was $5,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

J-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,977

Hendricka Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of February, 1959. The first insertion being made the 30th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 16551

FILED
1959 FEB -3 PM 1:25

By Hazel Tilghman

15

LIBER 116 PAGE 527

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Hendricka Wilson,
Widow

In the

Circuit Court

For

Anne Arundel County

No. 12,977 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

April 20, 1959

Laura R. Jicklin
Auditor.

91

Dr. In the Matter of the Mortgaged Real Estate of Hendricka Wilson, Widow in ac.

To Assignee for Fee, Viz:	100	00		
To Assignee for Commissions, viz:	197	22	297	22
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	95		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	58		
Globe Indemnity Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Dorothy L. Bulbick - notary fee		50	148	08
To Assignee for Taxes, viz:				
1957 State and County taxes and interest	59	06		
Advertising, tax sale costs, etc	16	72		
1958 State and County taxes ($56.38) - adjusted to 12/12/58	52	51	128	29
To Ray M. Jerman and Delma E. Jerman, his wife, mortgagees - this balance on account mortgage claim	4,948	92	4,948	92
			5,574	01
Amount of mortgage claim filed	5,072	23		
Amount allowed above	4,948	92		
Balance subject to decree in personam	123	31		

with Eliot Siskind, Assignee Cr.

1958				
Dec.	12	Proceeds of Sale	5,500 00	
		Interest on deferred payment of $5,000.00 to 3/3/59	74 01	5,574 01
				5,574 01

18

LIBER 116 PAGE 530

1959 APR 27 AM 11:56

FILED

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Hendricka Wilson, Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,977 Equity.

ORDERED, This 27th day of April, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 1st. day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st. day of June next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of June, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 JUN -2 PM 3:27

Benjamin Michaelson
Judge

19

LIBER 116 PAGE 531 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,977 Eqiuty

In the Matter of the Mortgaged Real Estate of
HENDRICKA WILSON, Widow

Ordered, this 27th day of April, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED. AND CONFIRMED, unless cause to the contrary be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne. Arundel County, once in each of three successive weeks before the 1st day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,977
Auditors Account
Hendricka Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of June, 1959. The first insertion being made the 30th day of April, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 7147 1959 MAY 25 PM 1:49 By A. Tilghman

20

LIBER 116 PAGE 532

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD A. CONNER AND LAURA MAE CONNER, HIS WIFE	:	(In Equity)

No. 12,997 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Richard A. Conner and Laura Mae Conner, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 53.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 DEC 11 AM 9:51

City and County Form.

LIBER 116 PAGE 533
LIBER 1076 PAGE 53

No. 12,997 Equity

This Mortgage, Made this 1st day of November, in the year one thousand, nine hundred and fifty-six, between RICHARD A. CONNER AND LAURA MAE CONNER, his wife., of ~~Baltimore City, Maryland~~ Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of January, 1957, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 6 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company to the herein named Mortgagors.

FILED Plaintiff's Exhibit "A"

1958 DEC 11 AM 9:51

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of [redacted] Ninety Dollars ($90.00), payable half-yearly on the second days of April and October in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Richard A. Meadowcroft Conner (SEAL)

(SEAL)

Laura Mae Conner (SEAL)

(SEAL)

John R. Holland

JOHN R. HOLLAND, JR.

Richard A. Conner

Laura Mae Conner

LIBER 116 PAGE 535

4

LIBER 116 PAGE 536

LIBER 1076 PAGE 56

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of November, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Richard A. Conner and Laura Mae Conner, his wife, and they

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

JOHN R. HOLLAND, JR. Notary Public.

Rec'd for record Nov. 2, 1956 at 2:00 P.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM

RICHARD A. CONNER AND LAURA MAE CONNER,

his wife,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 195

at o'clock M. Same day recorded

Liber No. Folio

one of the Land Records of and examined per

, Clerk

Cost of Record, $ 9.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 103 - 5-55

LIBER 116 PAGE 537

No. 12,997 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of May 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Richard A. Conner and Laura Mae Conner, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 DEC 11 AM 9:51

6

WALTER S. CALWELL, LIBER 116 PAGE 538 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

Equity No. 12,997

RICHARD A. CONNER AND

LAURA MAE CONNER, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Richard A. Conner and Laura Mae Conner, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **November** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. 1076 Folio 53 .

Amount of Mortgage		$8995.00
Less - amount paid on principl		260.82
		8734.18
Plus - interest to 1/13/59		543.02
		9277.20
Plus - overdraft in expense account		53.31
		9330.51

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **January** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City of Baltimore,** personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

Clara M. Link Notary Public

1959 JAN 10 AM 10:08

7

~~Mortgage and~~ Attorney's Bond.

I-369

LIBER 116 PAGE 539

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

279906

LIBER 9 PAGE 511

60 JOHN STREET
NEW YORK, N. Y

Equity No. 12,997

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md.

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

NINE THOUSAND, FOUR HUNDRED AND 00/100 ($9,400.00) - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th -

day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Richard A. Conner and Laura Mae Conner his wife to the Baltimore Federal Savings and Loan Association

bearing date the 1st day of November nineteen hundred and fifty-six

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1076, Folio 53, and

Lot 6 Block "B" Bodkins Plains - Anne Arundel Co. Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link

~~Witness~~ As to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond filed and approved
this 10th day of January 1959
George T. Cromwell Clerk

FILED
1959 JAN 10 AM 10:09

8

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Richard A. Conner and Laura Mae Conner, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1076 folio 53 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Jan. 13th, 1959
..at 3:25 P.M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Bodkins Plains, Pasadena Section, and described as follows:

Being known and designated as Lot. No. 6, Block B, as shown on Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto, belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00 and/ The anniversary-date is the day of affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

J-8

LIBER 116 PAGE 540 OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

Richard A. Conner

#12,997-Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

ED
M 12:58
Filed: 1959 Jan 13 P.M. 12:58

9

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Richard A. Conner and Laura Mae Conner, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1076 folio 53 default having occurred thereunder, the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Jan. 13th, 1959
at 3:25 P. M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Bodkins Plains, Pasadena Section, and described as follows:

Being known and designated as Lot. No. 6, Block B, as shown on Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.,
Auctioneer.

J-8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD A. CONNER AND LAURA MAE CONNER, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Equity No. 12,997

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1076 folio 53 from said Richard A. Conner and Laura Mae Conner, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of January, ~~ck~~ 1959 at 3.25 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 6 Block B, as shown on Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land R cords of Anne Arundel County in Plat Book No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED
1959 JAN 16 AM 9:15

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of Seventy-five Hundred ($7500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

ORDER NISI

LIBER 116 PAGE 543

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

RICHARD A. CONNER AND

LAURA MAE CONNER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,997 Equity

Ordered, this 16th day of January, 1959, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $7500.00

True Copy,

George T. Cromwell Clerk.

FILED 1959 JAN 16 AM 9:15

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

RICHARD A. CONNER AND

LAURA MAE CONNER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

FILED

1959 FEB 24 PM 12:31

12

LIBER 116 PAGE 544 OFFIC_ OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 12,997 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
RICHARD A. CONNER and
LAURA MAE CONNER, his wife

Ordered, this 16th day of January, 1959, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk

F-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,997

Richard A. Conner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 16437 1959 FEB 17 AM 2:29

13

LIBER 116 PAGE 545

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

Richard A. Conner
and
Laura Mae Conner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,997 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

April 27, 1959

FILED

1959 MAY -4 PM 3:38

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Richard A. Conner and Laura Mae Conner, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	256	58	331	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	37	60		
E.T. Newell & Co.,Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	131	10
To Attorney for Taxes and Ground Rent, viz:				
1959 State and County taxes ($126.87) - 13 days	4	55		
Ground rent of $45.00 due 4/2/59 - 3 months 11 days	25	25	29	80
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	7,008	63	7,008	63
			7,552	61
Amount of mortgage claim filed	9,330	51		
Cr. Amount allowed above	7,008	63		
Balance subject to decree in personam	2,321	88		

15

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1959				
Jan.	13	Proceeds of Sale	7,500 00	
		Interest to 2/25/59 - 43 days	52 61	7,552 61
				7,552 61

LIBER 116 PAGE 548

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Richard A. Conner

and

Laura Mae Conner, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,997 Equity.

ORDERED, This 4th day of ~~April~~ May, 19 59., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June ~~May~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June ~~May~~ next.

1959 MAY -4 PM 3:38

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 19 59, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

William L. Evans

1959 JUN -9 PM 3:31

17

LIBER 116 PAGE 549 OFFI. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,997 Equity

WALTER S. CALWELL
Attorney named in Mortgage

versus

RICHARD A. CONNER and LAURA MAE CONNER, his wife

Ordered, this 4th day of May, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,997
Auditor Account.

Richard A. Conner.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 21-76 1959 MAY 25 P.M. By W. Tilghman

18

LIBER 116 PAGE 550

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BOBBY G. WRIGHT AND BETTY A. WRIGHT, HIS WIFE	:	(In Equity)

No. 12,770 Equity

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Bobby G. Wright and Betty A. Wright, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077 folio 85.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 JUL 17 PM 2:57

City and County Form.

LIBER 116 PAGE 551

LIBER 1077 PAGE 85

No. 12,770 Equity

This Mortgage, Made this 1st day of November, in the year one thousand, nine hundred and fifty-six, between BOBBY G. WRIGHT AND BETTY A. WRIGHT, his wife.,

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six Per Cent (6%) per annum per annum in the manner following:

By the payment of SIXTY-FOUR AND 46/100ths ($ 64.46) Dollars, commencing on the first day of January, 19 57, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 11, in Block A, as designated and shown on a plat entitled " Second Revised Plat, Bodkin Plains" dated February 1953 and recorded among the Plat Records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and assigned by The Wilco Holding Company, unto the within named Mortgagors.

FILED

1958 JUL 17 PM 2:57

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the First days of May and November in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ...$100.00... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

~~WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice President.~~

WITNESS:

Robert F. Nayden — ROBERT F. NAYDEN

Bobby G. Wright (SEAL)
Bobby G. Wright

(SEAL)

Betty A. Wright (SEAL)
Betty A. Wright

(SEAL)

LIBER 116 PAGE 554

LIBER 1077 PAGE 88

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 1st day of November, 19 56, before me, a Notary Public of said State, personally appeared Bobby G. Wright and Betty A. Wright, his wife.,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, ~~xx the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. NAYDEN
NOTARY PUBLIC
BALTIMORE, MD.

ROBERT F. NAYDEN
Notary Public

Rec'd for record Nov 7 1956, at 1:25 P.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM

BOBBY G. WRIGHT AND BETTY A. WRIGHT,

his wife.,

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of and examined per

Cost of Record, $ Clerk

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 9-56

96-091

Application No. 43528
Written by
Approved by Examiner
Ready for Record

MILITARY AFFIDAVIT No. 12,770 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of July, 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Bobby G. Wright and Betty A. Wright, his wife against whom foreclosure proceedings were instituted not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 JUL 17 PM 2:57

[redacted] Attorney's Bond. 1-369

LIBER 116 PAGE 556

263887

New Amsterdam Casualty Company

LIBER 9 PAGE 391

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

No. 12,770

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND 00/100 ($9,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th - day of August - - - - - - - - - in the year nineteen hundred and fifty-eight.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Bobby G. Wright and Betty A. Wright, his wife to the Baltimore Federal Savings & Loan Association bearing date the 1st day of November nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1077, Folio 85, and

Lot 11 Block "A" Bodkins Plains A. A. Co Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

As to Surety:

FILED
M.S. 1958 AUG 16 AM 9:51

Bond Approved this 16th day of August 1958
George T. Cromwell, Clerk

7

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,770
BOBBY G. WRIGHT AND BETTY A. WRIGHT, HIS WIFE	:	

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "Exhibit 'A'" in these proceedings and after due notice, your Petitioner sold, on the premises, the leasehold property known as Lot No. 11, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, on the 20th day of August, 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $7600.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale, and that the sale was heretofore reported to and finally ratified and confirmed by this Honorable Court on October 10th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "Exhibit "B",to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -5 AM 10:57

8

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing him to re-advertise and re-sell the aforementioned leasehold property, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complete said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, 1958, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No. 11, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

FILED
1958 NOV -6 PM 2:32

10

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Bobby G. Wright and Betty A. Wright, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1077, folio 85 (default) having occurred thereunder I the undersigned, Attorney, will sell at Public Auction on

Wed., Dec. 3, 1958
at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 11 in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & Co., INC.,
Auctioneer N-26

OFFICE OF
LIBER 116 PAGE 560

Maryland Gazette

Published by
THE CAPITAL-GAZETTE PRESS, INC.
HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1958

We hereby certify, that the annexed

Attorney's Sale

Bobby G. Wright et

12,770

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of November, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED
DEC -3 AM 11:58

11

WALTER S. CALWELL, LIBER 116 PAGE 561 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

BOBBY G. WRIGHT AND

No. 12,770

BETTY A. WRIGHT, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from Bobby G. Wright and Betty A. Wright, his wife

to Baltimore Federal Savings and Loan Association

dated the 1st day of November 1956 and recorded among the

Land Records of Anne Arundel County in Liber G.T.C. No. 1077

Folio 85 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	302.52
	8692.48
Plsu - interest to 12/3/58	395.58
	9088.06
Plus - overdraft in expense account	16.31
	9104.37

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 1st day of December in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

FILED Clara M. Link

Notary Public

1958 DEC -6 AM 9:10 Clara M. Link

CLARA M. LINK NOTARY PUBLIC BALTIMORE

12

CAELAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Bobby G. Wright and Betty A. Wright, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1077, folio 85 (default) having occurred thereunder the undersigned, Attorney, will sell at Public Auction on

Wed., Dec. 3, 1958
at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Pasadena Section, and described as follows:

Being known and designated as Lot No. 11 in Block A, as designated and shown on a Plat entitled "Second Revised Plat. Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & Co., INC.
Auctioneer

N 26

LIBER 116 PAGE 562

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BOBBY G. WRIGHT AND BETTY A. WRIGHT, HIS WIFE	:	(In Equity) No. 12,770

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1077 folio 85 from said Bobby G. Wright and Betty A. Wright, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by ~~xx~~ advertisement inserted in "Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage and under an Order of this Court, dated November 6th, 1958 ~~(after default having occurred thereunder)~~ did, pursuant to said notice, on the 3rd day of December ~~xxx~~ 1958 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 11, in Block A, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale; for the account, at the risk and expense of The Cedarhurst Construction Company, former purchaser.

FILED
1958 DEC -6 AM 9:19

13

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of $ 6500.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link
Clara M. Link, Notary Public

LIBER 116 PAGE 564

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

BOBBY G. WRIGHT AND

BETTY A. WRIGHT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,770 Equity

Ordered, this 6th day of December, 1958, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6500.00

George T. Cromwell Clerk.

True Copy,

FILED 1958 DEC - 6 AM 9:19

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named In Mortgage

versus

BOBBY G. WRIGHT AND

BETTY A. WRIGHT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson JUDGE.

FILED

1959 JAN 13 PM 1:10

15

LIBER 116 PAGE 565 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,770 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
VERSUS
BOBBY G. WRIGHT and
BETTY A. WRIGHT, his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12770

Bobby G. Wright

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 JAN -7 AM 9:49

By Marie Sales

No. M. G. 16843

16

LIBER 116 PAGE 566

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Bobby G. Wright
and
Betty A. Wright, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,770 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

April 27, 1959

FILED

1959 MAY -4 PM 3:38

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Bobby G. Wright and Betty A. Wright, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	241	37	341	37
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	47	56		
Capital-Gazette Press - advertising second sale	42	52		
Capital-Gazette Press - order nisi (first sale)	8	00		
Capital-Gazette Press - order nisi (second sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	36	00		
E.T. Newell & Co.,Inc. -auctioneer's fee (first sale)	25	00		
E.T. Newell & Co., Inc. -auctioneer's fee (second sale)	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - six affidavits	2	50	207	73
To Attorney for Ground Rent, viz: Ground rent of $45.00 due 5/1/59 - 1 month 2 days	8	00	8	00
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,441	60	6,441	60
			7,054	95
Amount of mortgage claim filed	9,104	37		
Cr. Amount allowed above	6,441	60		
Balance subject to decree in personam	2,662	77		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1958				
Aug.	20	Proceeds of first sale	500 00	
Dec.	3	Proceeds of second sale	6,500 00	
		Interest on $6,500.00 to 1/14/59 - 42 days	45 50	7,045 50
		Refund 1958 State and County taxes- 28 days	9 45	9 45
				7,054 95

LIBER 116 PAGE 569

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Bobby G. Wright

and

Betty A. Wright, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,770 Equity.

ORDERED, This 4th day of ~~May~~ April, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June ~~May~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June ~~May~~ next.

1959 MAY -4 PM 3:38 FILED

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1959 JUN -9 PM 3:32

Matthew S. Crane

Judge

20

LIBER 116 PAGE 570 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,770 Equity

WALTER S. CALWELL
Attorney named in Mortgage
versus
BOBBY G. WRIGHT and
BETTY A. WRIGHT, his wife

Ordered, this 4th day of May, 1959, That the report and account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,770 Auditor account.

Bobby G. Wright.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 7173

1959 MAY 25 PM 1:19 By H. Tilghman

21

LIBER 116 PAGE 571

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
EARL L. KESSEL AND SYLVIA M. KEESEL, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

Mr. Clerk: 12.556 Equity

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Earl L. Kessel and Sylvia M. Kessel, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 76.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 SEP 13 AM 9:25

City and County Form.

LIBER 116 PAGE 572
LIBER 1067 PAGE 76

Equity No. 12,556

This Mortgage, Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between EARL L. KESSEL and SYLVIA M. KESSEL, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(x) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 1 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company to the herein named Mortgagors.

Plaintiff's Exhibit "A"

FILED

1958 SEP 13 AM 9:25

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the second days of April and October in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Earl L. Kessel (SEAL)
Earl L. Kessel

(SEAL)

Sylvia M. Kessel (SEAL)
Sylvia M. Kessel

(SEAL)

LIBER 116 PAGE 575

LIBER 1067 PAGE 79

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared Earl L. Kessel and Sylvia M. Kessel, his wife, the herein named Mortgagors, and they

acknowledged the aforegoing mortgage to be their respective act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Oct. 3 1956 at 1:06 P.M.
Mailed to Callahan & Calwell

MORTGAGE

FROM

EARL L. KESSEL and

SYLVIA M. KESSEL, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 195

at o'clock M. Same day recorded

Liber No. Folio

one of the Land Records of

Cost of Record, $ 9.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 105 - 8-55

Application No. 42158
Written by GSP
Approved by
Ready for Record

LIBER 116 PAGE 576

MILITARY AFFIDAVIT

12,856 Equity.

Docket 17 folio 430

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of September 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants Earl L. Kessel and Sylvia M. Kessel, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter L. Calwell
Walter S. Calwell

Clara M. Link
Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

FILED

1958 SEP 13 AM 9:25

6

WALTER S. CALWELL,

Attorney Named in Mortgage

LIBER 116 PAGE 577

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

EARL L. KESSEL AND

SYLVIA M. KESSEL, his wife

Equity No - 12, 856

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **Earl L. Kessel and Sylvia M. Kessel, his wife**

to **BaltimoreFederal Savings and Loan Association**

dated the **2nd** day of **October** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1067** Folio **76** .

Amount of Mortgage	$8995.00
Less - amount paid on principal	249.62
	8745.38
Plus - interest to 1/13/59	307.25
	9052.63
Less - balance in expense account	108.16
	8944.47

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** day of **January** in the year nineteen hundred and **fifty-nine** before me, the subscriber **a Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link Notary Public

FILED
1959 JAN 10 AM 10. 09

7

~~Mortgage~~ Attorney's Bond. 1-369

LIBER 116 PAGE 578

279903

New Amsterdam Casualty Company

LIBER 9 PAGE 509

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Equity No. 12,856

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Md.

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND 00/100 ($9,000.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th - - - - - - - - - - - - - - - - day of January in the year nineteen hundred and fifty-nine

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Earl L. Kessel and Sylvia M. Kessel, his wife to the Baltimore Federal Savings and Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 76, and

Lot 1 Block "B" Bodkins Plains-Anne Arundel Co Md

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

~~es~~ do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

Walter S. Calwell (Seal)

(Seal)

(Seal)

~~Xavier~~

As to Surety:
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Bond filed and approved this 10th day of January 1959
George T. Cromwell, Clerk

FILED
1959 JAN 10 AM 10:09

8

CALLAHAN AND CALWELL
Solicitors
Baltiinore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Earl L. Kessel and Sylvia M. Kessel, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1067 folio 76 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises

Tues., Jan. 13th, 1959
at. 3:30 P. M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Bodkins Plains, Pasadena Section, and described as follows:

Being known and designated as Lot No. 1, Block B, as shown on Plat entitled "Second Revised Plat, Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.,
Auctioneer.

J-8

LIBER 116 PAGE 579 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13, 1959

We hereby certify, that the annexed

Attorney's Sale

Earl L. Kessel

#12,856-Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1959. The first insertion being made the 18th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.,

By Hazel Tilghman

FILED
1959 JAN 13 PM 12:

9

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Earl L. Kessel and Sylvia M. Kessel, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1067 folio 76 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises

Tues., Jan. 13th, 1959 at 3:30 P. M.

All that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Lockwood Road near Mountain Road, Bodkins Plains, Pasadena Section, and described as follows:

Being known and designated as Lot No. 1, Block B. as shown on Plat entitled "Second Revised Plat. Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants and/or Utility Agreements, of record, affecting the property.

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.,
Auctioneer.

J-3

LIBER 116 PAGE 580

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EARL L. KESSEL AND SYLVIA M. KESSEL, HIS WIFE	:	(In Equity)

Equity No. 12,856

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 76 from said Earl L. Kessel and Sylvia M. Kessel, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and aporoved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 13th day of January, ~~xxx~~ 1959 at 3.30 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 1 Block B as shown on Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1959 JAN 16 AM 9:15

10

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of Seventy-five Hundred ($7500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1959 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link, Notary Public

LIBER 116 PAGE 582

ORDER NISI

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

EARL L. KESSEL AND

SYLVIA M. KESSEL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,856 Equity

Ordered, this 16th day of January, 19 59, That the sale of the Property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $ 7500.00

George T. Cromwell Clerk.

True Copy,

FILED 1959 JAN 16 AM 9:15

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

EARL L. KESSEL AND

SYLVIA M. KESSEL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 24th day of February, 1959 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin H. Michaelson
JUDGE.

FILED

1959 FEB 24 PM 12:30

12

LIBER 116 PAGE 583 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,856 Equity

WALTER S. CALWELL,
Attorney Named In Mortgage
VERSUS
EARL L. KESSEL and
SYLVIA M. KESSEL, his wife

Ordered, this 16th day of January 1959, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary therof be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

The report states that the amount of sale was $7,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
F-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 16, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 12,856.

Earl L. Kessel.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1959. The first insertion being made the 22nd day of January, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

FILED

No. M. G. 16435 1959 FEB 17 AM 2:29

13

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Earl L. Kessel
and
Sylvia M. Kessel, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,856 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

April 27, 1959

FILED
1959 MAY -4 PM 3:38

Dr. Walter S. Calwell, Attorney named in Mortgage vs. Earl L. Kessel and Sylvia M. Kessel, his wife in ac.

To Attorney for fee, viz:	75	00		
To Attorney for Commissions, viz:	256	58	331	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	36	00		
E.T. Newell & Co., Inc. -auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	130	74
To Attorney for Taxes and Ground Rent, viz:				
1959 State and County taxes ($126.87) - 13 days	4	55		
Ground rent of $45.00 due 4/2/59 - 3 months 11 days	25	25	29	80
Baltimore Federal Savings & Loan Ass'n., mortgagee - this balance on account mortgage claim	7,008	99	7,008	99
			7,552	61
Amount of mortgage claim filed	8,944	47		
Cr. Amount allowed above	7,008	99		
Balance subject to decree in personam	1,935	48		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1959				
Jan.	13	Proceeds of Sale	7,500 00	
		Interest to 2/25/59 - 43 days	52 61	7,552 61
				7,552 61

LIBER 116 PAGE 587

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Earl L. Kessel

and

Sylvia M. Kessel, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,856 Equity.

FILED
1959 MAY -4 PM 3:38

ORDERED, This 4th day of ~~April~~ May, 19 59, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June ~~May~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June ~~May~~ next.

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 1959, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1959 JUN 9 PM 3:30

Matthew S. Evans

17

LIBER 116 PAGE 588 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,856 Equity

WALTER S. CALWELL
Attorney named in Mortgage

versus

EARL L. KESSEL and
SYLVIA M. KESSEL, his wife

Ordered, this 4th day of May, 1959, That the report and account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk
M-21

No. M. G. 71-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed

Order Nisi Eq. 12,856
Auditor Account
Earl L. Kessel

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1959 MAY 25 By: D. Tilghman

18

LIBER 116 PAGE 589

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM R. MOORE AND HELEN S. MOORE, HIS WIFE	:	ANNE ARUNDEL COUNTU
	:	(In Equity) No. 12,625-

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said William R. Moore and Helen S. Moore, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 4.

Walter S. Calwell
Attorney Named in Mortgage

FILED

1958 APR 22 PM 2:53

City and County Form.

LIBER 116 PAGE 590

LIBER 1119 PAGE 4

No. 12,625 Equity

This Mortgage,

Made this 13th day of May, in the year one thousand, nine hundred and fifty-seven, between WILLIAM R. MOORE and HELEN S. MOORE, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE and 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Six Per Cent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of July, 1957, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 23, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12,

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto the within named Mortgagors.

FILED

1958 APR 22 PM 2:53

Exhibit "A"

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 29th days of May and November in each and every year.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary. and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $200.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

~~WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice President.~~

WITNESS:

William R. Moore (SEAL)
WILLIAM R. MOORE

(SEAL)

Helen S. Moore (SEAL)
HELEN S. MOORE

(SEAL)

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

4

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LIBER 116 PAGE 593 LIBER 1119 PAGE 7

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 13th day of May, 1957, before me, a Notary Public of said State, personally appeared WILLIAM R. MOORE and HELEN S. MOORE, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.
Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record May 14 1957 at 11.26 A.M.
Mailed to Callahan & Calwell

ANNE ARUNDEL CO.

MORTGAGE

FROM 160-26-79

WILLIAM R. MOORE and HELEN S. MOORE, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19 at o'clock M. Same day recorded in Liber No. Folio etc., one of the Land Records of and examined per Clerk

RECD FOR RECORD IN ANNE ARUNDEL COUNTY
RECORDS OF
1957 MAY 14 AM 11:26
& RECORDED IN LIBER G10
NO. 1119 FOLIO 7
GEO. L. CRAWWELL, CLERK

Cost of Record, $ 1.00

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM 108 9-56

Application No. 44328
Written by Murphy
Approved by [signature] Examiner
Ready for Record [signature]

MILITARY AFFIDAVIT No. 12,625-Equity

Docket 17 folio 595

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of April 1958 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law the the Defendants William R. Moore and Helem S. Moore, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Clara M. Link - Notary Public

FILED

1958 APR 22 PM 2:53

6

WALTER S. CALWELL, LIBER 116 PAGE 595

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM R. MOORE AND

No. 12,625

HELEN S. MOORE, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**

under the mortgage from **the said William R. Moore and Helen S. Moore, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **May** 1957, and recorded among the

Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1119**

Folio **4** .

Amount of Mortgage		$8995.00
Less - amount paid on principal		117.92
		8877.08
Plus - interest to 5/21/58		253.03
		9130.11
Plus - overdraft in expense account		119.47
		9249.58

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **16th** day of **May** in the

year nineteen hundred and **fifty-eight** before me, the subscriber

a Notary Public, of the State of Maryland, in and for the City

of Baltimore, personally appeared **Eugene K. Reilly, Vice**

President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

FILED

1958 MAY 20 AM 10:52

Clara M. Link

Clara M. Link Notary Public

7

Mortgage and Attorney's Bond. 1-369

LIBER 116 PAGE 596 263172

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

LIBER 9 PAGE 306

60 JOHN STREET
NEW YORK, N.Y.

No. 12,625
Equity

Know All Men by These Presents:

That we Walter S. Calwell Baltimore Federal Building Baltimore, Maryland - - - - - - - - - - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-THREE HUNDRED AND 00/100 ($9300.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - day of May - - - - - - - - - in the year nineteen hundred and fifty-eight

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William R. Moore and Helen S. Moore his wife to the Baltimore Federal Savings & Loan Association bearing date the 13th day of May nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G T C No. 1119, Folio 4, and

Lot 23 Block "A" Bodkins Plains
Anne Arundel Co Maryland

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Witness as to Surety:

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nipple Attorney-in-Fact

Bond approved this 20th day of May 1958
George T. Cromwell Clerk

FILED
1958 MAY 20 AM 10:52

8

LIBER 116 PAGE 596 A

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM R. MOORE AND HELEN S. MOORE, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,625

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Petition of Walter S. Calwell, Attorney Named in Mortgage, respectfully represents:-

That acting under and in pursuance of the power of sale conferred upon your Petitioner in a Mortgage filed as "EXhibit 'A' " in these proceedings and after due notice, your Petitioner sold, on the premises the leasehold property known as Lot No. 23, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, on the 21st day of May 1958 to The Cedarhurst Construction Company, subject to the payment of an annual ground rent of $90.00, at and for the sum of $7700.00.

That the purchaser, said The Cedarhurst Construction Company, paid to your Petitioner the sum of $500.00 as a deposit on account of the purchase price, at the time of sale, in accordance with the terms and provisions of the advertisement of sale; and that the sale has been reported to and duly ratified and confirmed by this Honorable Court on July 8th, 1958.

That your Petitioner has called upon said The Cedarhurst Construction Company to pay the balance of the purchase money for said property, in accordance with the terms and conditions upon which the sale was made and although a considerable time has elapsed since the ratification of the sale and notwithstanding the importuning by your Petitioner the purchaser has failed to make settlement for said property and has indicated in the letter hereto attached as "ExhibitB", to your Petitioner, and prayed to be taken as a part hereof, that it will not consummate the transaction.

FILED
1958 NOV -3 PM 3:54

9

That it would be to the best interest of Baltimore Federal Savings and Loan Association, the holder of the Mortgage, the subject of these proceedings, that said property be re-advertised and re-sold for the highest price obtainable for the account, at the risk and expense of said The Cedarhurst Construction Company.

TO THE END THEREFORE, your Petitioner prays, that an Order be passed by this Honorable Court authorizing and directing your Petitioner to re-advertise and re-sell said leasehold property known as Lot No. 23, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains, recorded as aforesaid, for the account, at the risk and expense of said The Cedarhurst Construction Company, who has refused and failed to complete said purchase.

AND AS IN DUTY BOUND ETC.

Walter S. Calwell,
Attorney Named in Mortgage, Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of November, 1958, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and he made oath in due form of Law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC CALIFORNIA

LIBER 116 PAGE 597

UPON the aforegoing Petition, Affidavit and Exhibit, it is this 6th day of November, 1958 by the Circuit Court for Anne Arundel County

ORDERED that Walter S. Calwell, Attorney Named in Mortgage, in these proceedings, be and he is hereby authorized and directed to re-advertise and re-sell the property mentioned in this Petition, known as Lot No.23, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, for the account, at the risk and expense of said The Cedarhurst Construction Company, former purchaser.

Matthew S. Evans
Judge

CALLAHAN AND CALDWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William R. Moore and Helen S. Moore, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1119 folio 4 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises.

Tues., Dec. 2, 1958
at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Forest Drive, near Mountain Road, Pasadena Section—

Being known and designated as Lot No. 23, in Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants and /or Utility Agreements, of record, affecting the property.

The improvements consists of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer. N-26

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1958

We hereby certify, that the annexed

Attorneys Sale

William R. Moore

12.62 5-

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of December, 1958. The first insertion being made the 6th day of November, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

FILED
1958 DEC -3 AM 11:39

11

12

WALTER S. CALWELL

LIBER 116 PAGE 598 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM R. MOORE AND

No. 12,625

HELEN S. MOORE, HIS WIFE

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from William R. Moore and Helen S. Moore, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of May 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 Folio 4 .

Amount of Mortgage		$8995.00
Less - amount paid on principal		117.92
		8877.08
Plus - interest to 12/2/58		535.64
		9412.72
Plus - overdraft in expense account		164.47
		9577.19

STATE OF MARYLAND, CITY OF BALTIMORE, Set.

I HEREBY CERTIFY, that on this 26th day of November in the year nineteen hundred and fifty-eight before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial seal.

Clara M. Link Notary Public

1958 DEC -6 AM 9:20

13

CALLAHAN AND CALDWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William R. Moore and Helen S. Moore, his wife to Baltimore Federal Savings and Loan Association, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1119 folio 4 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises.

Tues., Dec. 2, 1958

at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County on Forest Drive, near Mountain Road, Pasadena Section—

Being known and designated as Lot No. 23, in Block A. as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Plat Records of Anne Arundel County in Plat Book 25 folio 12.

TOGETHER with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants and /or Utility Agreements, of record, affecting the property.

The improvements consists of a modern one story frame dwelling, containing 5 rooms, 1 bath, forced air oil fired heat, and car port.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer.

N-2

LIBER 116 PAGE 599

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM R. MOORE AND HELEN S. MOORE, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 12,625

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1119 folio 4 from said William R. Moore and Helen S. Moore, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and aporoved, and having given notice of the time, place, manner and terms of sale by re- advertisement inserted in "Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage and under an Order of this Court, dated November 6th, 1958 (~~after default having occurred thereunder~~) did, pursuant to said notice, on the 2nd day of December, ~~at~~ 1958 at three P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County known and designated as Lot No. 23, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale, for the account, atthe risk and expense of The Cedarhurst Construction Company, former purchaser

FILED

1958 DEC -6 AM 9:20

14

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of $90.00, at and for the sum of $6500.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1958 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

OFFICI)F

LIBER 116 PAGE 601

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,625 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
VERSUS
WILLIAM R. MOORE and HELEN S. MOORE, his wife

Ordered, this 6th day of December, 1958, That the sale of the property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1959

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 12625

William R. Moore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1959. The first insertion being made the 11th day of December, 1958.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

FILED

No. M. G. 16 1958 JAN -7 AM 9:49

16

ORDER NISI

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM R. MOORE and HELEN S. MOORE, his wife

LIBER 116 PAGE 602
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 12,625 Equity

Ordered, this 6th day of December, 1958, That the sale of the Property in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sale was $6,500.00

FILED 1958 DEC 6 AM 9:20

True Copy,

George T. Cromwell Clerk.

TEST: _____ Clerk.

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

WILLIAM R. MOORE and HELEN S. MOORE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

_____ Term, 19

ORDERED BY THE COURT, This 13th day of January, 1959, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1959 JAN 13 PM 1:12

Benjamin Macbeadon JUDGE.

17

LIBER 116 PAGE 603

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
William R. Moore
and
Helen S. Moore, his wife

In the

Circuit Court

For

Anne Arundel County

No. 12,625 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Ficklin
Auditor.

April 24, 1959

FILED
1959 MAY -4 PM 3:39

91

Dr. Walter S. Calwell, Attorney named in Mortgage vs. William R. Moore and Helen S. Moore, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	241	40	441	40
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Auditor - stating this account	13	50	56	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	43	76		
Capital-Gazette Press - advertising second sale	42	52		
Capital-Gazette Press - order nisi (first sale)	8	00		
Capital-Gazette Press - order nisi (second sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	37	20		
E.T. Newell & Co.,Inc. -auctioneer's fee on first sale	25	00		
E.T. Newell & Co.,Inc. - auctioneer's fee on second sale	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - five affidavits	2	00	204	63
To Attorney for Ground Rent, viz:				
Ground rent of $45.00 due 5/29/59 - 3 days		75		75
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	6,353	35	6,353	35
			7,056	38
Amount of mortgage claim filed	9,577	19		
Cr. Amount allowed above	6,353	35		
Balance subject to decree in personam	3,223	84		

19

LIBER 116 PAGE 605

with

Walter S. Calwell, Attorney named in Mortgage Cr.

1958				
May	21	Proceeds of Sale (first)	500 00	
Dec.	2	Proceeds of Sale (second)	6,500 00	7,046 58
		Interest on $6,500.00 to 1/14/59	46 58	
		Refund 1958 State and County taxes 29 days	9 80	9 80
				7,056 38

LIBER 116 PAGE 606

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William R. Moore

and

Helen S. Moore, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 12,625 Equity.

ORDERED, This 4th day of ~~April~~ May, 19 59., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June ~~May~~ next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June ~~May~~ next.

George T. Cromwell, Clerk

1959 MAY -4 PM 3:39

FILED

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of June, 1959 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

H. Dudley Evans

1959 JUN -9 PM 3:21

21

LIBER 116 PAGE 607 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 12,625 Equity

WALTER S. CALWELL, Attorney named in Mortgage
Versus
WILLIAM R. MOORE and HELEN S. MOORE, his wife

Ordered, this 4th day of May, 1959, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

GEORGE T. CROMWELL, Clerk
TRUE Copy, TEST:
GEORGE T. CROMWELL, Clerk
M-21

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1959

We hereby certify, that the annexed Order Nisi Eq. 12,625 Auditor Account William R. Moore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1959. The first insertion being made the 7th day of May, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 7170 1959 MAY 25 11 50 By H. Tilghman

22